

**COUNTY COUNCIL of BERKELEY
COUNTY, WEST VIRGINIA**

Request for Proposal (RFP)

For

Banking Services

May, 2015

**REQUEST FOR PROPOSALS
REGARDING QUALIFICATION AND PRICE PROPOSALS FOR
BERKELEY COUNTY BANKING SERVICES**

The County Council of Berkeley County, West Virginia (herein referred to as the "County Council" or "Council") is requesting Qualification and Price Proposals from interested parties for Banking Services. The term for these contractual services will be for a period of one (1) year beginning July 1, 2015.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The County Council reserves the right to interview some or all prospective firms to discuss qualifications & Experience/Technical Proposals as well as Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25401, or by telephone at 304-264-1923. Inquiries should be directed to Alan J. Davis, County Administrator, at (304) 267-5102.

Submittal of Qualifications & Price information from interested businesses should be enclosed in a sealed opaque envelope marked "**Berkeley County Banking Services**". Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Wednesday; May 20, 2015.** Failure to provide the required information as requested in the RFP for Berkeley County's review may result in disqualification.

Proposals will be opened and entered into public record at 10:00 AM on Thursday, May 21, 2015 in the County Commission Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.

I. INTRODUCTION:

In accordance with West Virginia Code §7-1-11, proposals are being requested from financial service firms to provide banking related services for the County Council of Berkeley County, West Virginia, (hereinafter referred to as "County Council" or "Council"). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. INFORMATION REGARDING CURRENT BANKING SYSTEM:

There are 125 bank accounts handled by the county with 76 accounts currently active as of May 1, 2015 (see Appendix C). Berkeley County reserves the right to add additional accounts at any time as needed.

The county's bank statements for fiscal year 2014-15 are available in the Sheriff's Tax Office for review. Additionally, all applicable financial statements for the County Council are available on the county's website at www.berkeleywv.org.

Additionally, the Sheriff, in his capacity as Treasurer, has accounts that are solely under his direction. These accounts include, but are not limited to, the County Tax Distribution Account and Delinquent Land Sales Account, as well as, trust and agency fund accounts.

III. SCOPE OF SERVICES REQUIRED:

In order to be considered, the financial institution must, at a minimum, **meet all** of the below listed requirements. Failure to meet any of the below listed requirements will be cause for immediate disqualification of the proposal.

- I. All of the funds handled by the County Clerk's Finance Office require checks with the design and specifications of the County Clerk or his designee.
- II. The selected financial institution must maintain qualified securities as collateral for the deposits in accordance with WV State Code. The financial institution must assure that the securities will, at all times, exceed the aggregate balances of all accounts.
- III. There shall be no service charges applied to any account.
- IV. Berkeley County requires that the necessary supply of checks, deposit tickets, endorsement stamps, and other items pertinent to the operation of the accounts as required by the Sheriff's Tax Office and Finance Office be supplied at no charge.
- V. All accounts must receive a monthly statement no later than the first business day of each month. There shall be two separate distribution of these statements with one going to the County Clerk's Finance Office and one going to the Sheriff/Treasurer's Office
- VI. A significant factor in determining the award of the banking services contract will be the proposed rate of return on deposited funds. In order to have a uniform method of comparing the rate of return on deposited funds interested financial institutions must list their rate of return as a percentage (%) of the prime rate.
- VII. The account changeover will be scheduled for July 1, 2015 to coincide with Berkeley County's fiscal year. A one (1) year contract will be developed and must be in place on or before June 30, 2015. The successful financial institution must be willing to commit the necessary resources to assist Berkeley County in this process.
- VIII. The successful financial institution must have a local branch bank and assign a local representative/contact for all accounts to address questions and/or issues that may arise during the course of the contract period. The location of the bank and name of the local

- representative must be provided at time of proposal.
- IX. There is an Automated Teller Machine (ATM) located in the lobby of the Berkeley County Judicial Center. The successful financial institution will be required to install an ATM in the designated area of the Judicial Center. The Council will permit the inclusion of the bank's logo on the ATM.
 - X. The successful financial institution will be required to provide merchant credit cards for all County employees authorized to possess a county credit card. A list of all County employees currently possessing a merchant credit card can be obtained from Mrs. Gwen Campbell, Procurement Coordinator, at 304-264-1923.
 - XI. The following offices are to have electronic access to bank reports:
 - A. County Council Office.
 - B. Sheriff's Tax Office.
 - C. County Clerk's Finance Office.
 - XII. The County requests a provision for electronic banking consisting of, at a minimum, the following functions:
 - A. Direct Deposit.
 - B. Verification of daily account balances.
 - C. Process for stop payments within the confines of the electronic banking process.
 - XIII. The County requests a proposal for the long-term investment of the County's OPEB Trust Fund. Due to the nature of this fund (Fund #281) the proceeds of the fund will consist of annual contributions. The long-term investment can include but is not limited to Certificates of Deposit (CD's) or Money Market Accounts.
 - XIV. The Berkeley County Building Commission has an account which is administered by the Berkeley County Council. A copy of the statement for this account is to be made available to the Berkeley County Council Office. This is an interest bearing account.

IV. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. *At a minimum, your Qualifications and Experience Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent's services.*

A. Firm Information

- 1. Name, address, telephone number, fax number of firm and parent company, if any, from which the project will be managed.
- 2. Nature of firm and parent company, if any.

B. Firm Capabilities

- 1. Describe the size of your firm/project office as related to professional staff.

C. Firm Principals and Background

- 1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the service during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services to similar sized organizations during the past ten (10) years.

2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.

D. Miscellaneous Requirements:

All proposals must provide written proof that:

- The financial institution is licensed to provide banking services in the State of West Virginia.
- Funds deposited with the financial institution are insured under the FDIC.

- E. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

V. PROPOSAL:

- A. At a minimum, Proposal shall include the following:

1. Response to all requirements listed on Attachment A
2. Fully executed Non-Collusion Certificate - Attachment B.
3. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

- A. The term of this contract will be for one (1) year (July 1, 2015 thru June 30, 2016).
- B. If the Firm and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County Council reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

Berkeley County will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the County Council's possession. Berkeley County makes no warranty as to the accuracy of existing documents nor will the County Council accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

VIII. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Berkeley County's Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.

- B. A Selection Committee appointed by the County Council will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the County Council's intent to open and review each firm's Qualifications & Technical Proposal to determine a firm's qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm's Qualifications & Experience/Technical Proposal is acceptable, than price will be considered.
- D. Since it is the County Council's desire to select the most qualified firm, the Selection Committee reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within five (5) business days following notification.
- E. Selection criteria to be used by the Committee are:
 - 1. Responsiveness to the scope of work and these instructions;
 - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
 - 3. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
 - 4. Oral presentations, if required;
 - 5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
 - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 - 7. Firm's capacity to perform the work, giving consideration to current workloads;
 - 8. Firm's familiarity with problems applicable to this type of services;

IX. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within ten (10) business days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.

- D. Proposals may not be altered or amended after they are opened.
- E. The approval or disapproval of the Company's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Firm/Company as to this Committee's prior knowledge of their abilities.
- F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

X. TERMS AND CONDITIONS:

- A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to Berkeley County the services set forth above, in the manner and at the costs set forth.
- D. The selected Company shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.
- E. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.
- F. No reports, information or data given to or prepared by the Firm/Company under this agreement shall be made available to any individual or organization by the Firm/Company without the prior written approval of the Berkeley County Council.
- G. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.
- H. Berkeley County shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
- I. Berkeley County reserves the right to request interviews.
- J. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.

- K. Berkeley County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- M. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.
- N. The Firm/Company hereby represents and warrants:
1. That it is currently licensed to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- O. In addition to any other remedy available to Berkeley County, breach of any of the services contracted herein shall, at the election of the County Council, be grounds for termination of the contract. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.
- P. HOLD HARMLESS/INDEMNIFICATION: If a contract is awarded, the successful Firm/Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Firm's/Company's performance of the contract awarded. Any property or work to be provided by the Firm/Company under the contemplated contract will remain at the Firm's/Company's risk until written acceptance by the County Council; and the Firm/Company will replace, at Firm's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the County.

- Q. Termination for Convenience: Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving 30 days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Firm/Company be paid any amount that exceeds the price proposed for the work performed. The Firm/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Firm/Company has not performed or has unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Council. Failure on the part of a Firm/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.

- R. The contractual obligation of Berkeley County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- S. INTERPRETATION: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIII. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.

LIST OF APPENDICES THAT ARE ATTACHED

Appendix A – Response to Scope of Work Requirements.

Appendix B – Non-Collusion Certificate.

Appendix C – List of Current Active Bank Accounts.

APPENDIX A
RESPONSE TO SCOPE OF WORK

(Bidder's must provide a response to all of the below questions)

- I. Location/address of local bank location(s).
- II. Affirmation that the financial institution submitting the proposal for services is authorized to perform such services under the laws of the State of West Virginia and the United States of America.
- III. Affirmation that the financial institution submitting the proposal for services meets all requirements as outlined by West Virginia Code Chapter 7, Article 6 pertaining to the requirements of county depositories.
- IV. Name, address, telephone number & e-mail address of local representative/contact for all account issues or problems.
- V. The ability to maintain qualified securities as collateral for the deposits in accordance with WV State Code.
- VI. Rate of return of interest bearing account as a percentage (%) of the prime rate.
- VII. Ability to waive service charges to be applied to all accounts.
- VIII. Ability to provide free checks, deposit slips, and materials required for the daily operations of all accounts with the design and specifications of the County Clerk or his designee.
- IX. The ability to provide monthly statements no later than the first business day of each month to the County Clerk's Finance Office and the Sheriff's Tax Office.
- X. The ability to successfully changeover the bank account by July 1, 2015.
- XI. Ability to place an ATM in the Berkeley County Judicial Center.
- XII. The ability to provide merchant credit cards and any affiliated cost to Berkeley County.
- XIII. The ability to provide electronic access to bank reports to the offices of the County Council, Sheriff's Tax Office & County Clerk's Finance Office.
- XIV. The ability to provide electronic banking for, at a minimum, direct deposit, verification of daily account balances, and stop payments.
- XV. Proposal for the long-term investment of the County's OPEB Trust Fund.
- XVI. Provisions for handling the Berkeley County Building Commission account.

Your response can be as brief or detailed as deemed necessary but must address all of the above. Failure or inability to meet any items listed under Scope of Work will cause immediate disqualification of the proposal.

**APPENDIX B
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____
(Title)
and the duly authorized representative of the firm of _____

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Council of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

Signature

Printed or Typed Name

Appendix C
Current Active Bank Accounts

Fund Description	Interest Bearing Y/N
General County	Yes
Coal Severance	Yes
Dog & Kennel	Yes
General School	Yes
Magistrate Court	No
Worthless Checks	Yes
Emergency Services	Yes
Homee Confinement	Yes
Federal Grants	Yes
Fiduciary	Yes
911 Fee	Yes
Project Lifesaver	No
Grading Trust	No
Drug Prevention	No
Equine Protection	Yes
Engineering Fees	Yes
Nuisance Appeal Fund	No
Enhanced 911 Equipment	Yes
Planning Commission Trust	No
Berkeley County Warrant	No
Fire Department Equipment	No
Assessor's Valuation	Yes
Rainy Day	Yes
Concealed Weapons	Yes
Voter's Registration	Yes
Forfeiture	Yes
Proscutor's Training	Yes
Homeland Security	Yes
Bullet Proof Vest	No
Law Enforcement/Homeland Sec	No
Emergency Shelter Grant	No
FEMA Hazard Grant	No
Book & Chocolate Festival Grant	NO
Youth Fair Association	No
Poor House Farm Grant	No
Panhandle Transportaion	No
Courthouse Security Grant	No
South Berkeley Christmas Tree	No
Parks & Recreation	No
Court Security Grant	No
Humane Society Grant	No
HMEP Grant	No
Courthouse Facilities Grant	No
Records Management Grant	No
Back Creek Valley VFD	No

Appendix C
Current Active Bank Accounts

War Memorial Park	No
Communtiy Corrections Grant	No
Roundhouse Grant	No
BC Historical Society	No
4-H Camp	No
OPED Pension	No
Surplus Tax Lein	No
Forfeited	No
Health Department	Yes
WV Deputy Retirement	Yes
Health Insurance	Yes
Tax Account	Yes
Sheriff & Treasurer Checking	No