

CITY OF WAYCROSS
REQUEST FOR BID
BANKING SERVICE
FY21-14



December 4, 2020

BIDS DUE NO LATER THAN 10:00 A.M., MONDAY, JANUARY 11, 2021

CITY OF WAYCROSS, GEORGIA
417 PENDLETON STREET
WAYCROSS, GA 31501

I. GENERAL

A. RFB Solicitation

1. The City of Waycross is accepting bids from local financial institutions for the City of Waycross operating funds in a concentration account structure.
2. Notice is hereby given that the City of Waycross will receive sealed bids in the Purchasing Office, 2nd floor, City Hall, 417 Pendleton Street, Waycross, Georgia 31501, until 10:00 a.m., EST, Monday, January 11, 2021 for Banking Services, in accordance with these specifications.
3. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
4. Any questions concerning this bid must be directed to: Questions are due no later than 10:00 a.m., Monday, January 4, 2021. Answers will be given in the form of an addenda.

China Agu, Finance Director
912-287-2900
cwilliams@waycrossga.com

B. Submission of Bids

1. Bids shall:

- a) Be submitted to the City of Waycross Purchasing Office, 2nd floor, City Hall, 417 Pendleton Street, Waycross, Georgia 31501 no later than the date and time specified in this solicitation.

(1) The City shall not be responsible for bids delivered to a person and/or location other than that specified herein.

- b) Be submitted on the bid forms provided by the City and shall be signed by an authorized company representative.
- c) Envelope must be marked Bid # FY21-14 Bank Service
- d) Be completed in ink or typewritten.

2. No facsimile, email or telephone bids will be accepted.

3. Late or unsigned bids shall not be considered.

4. No bid may be withdrawn for a period of sixty- (60) days after time has been called on date of bid opening.

C. Contract Award

1. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of this Request for Bid. In determining whether a bid is lowest and responsive, and the proposer responsible, the following may be considered by the City:

- a) Ability to perform the service required
- b) Reputation, judgment and experience
- c) The quality of performance in previous contracts

2. The bidder acknowledges that City of Waycross reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior City experience.

3. The bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular.

4. The City will allow termination by either party by giving written notice to the other party within 90 days of contract termination.

II. INSTRUCTIONS TO Bidders

A. Definitions

1. Wherever the term "Owner", "City", or "City of Waycross" occur in these specifications, it shall mean City of Waycross, a political subdivision of the State of Georgia acting through the City of Waycross Commissioners.

B. Bidder's Representation

1. Each bidder, by making his bid, represents that he has:

- a) Read and understands the bidding documents; and,
- b) Become familiar with the work to be performed.

III. ACCOUNT STRUCTURE

A. It is anticipated that the City will have a "Pooled Cash" checking account for deposits and disbursements. On a daily basis, this "Pooled Cash" checking account will fund disbursements from the Payroll account. The City shall also have Federal and State Grant Accounts, and Special Revenue Fund Account and other special accounts.

B. Any excess funds in the Pooled Cash account shall earn interest and checking interest, with any investment of funds covered with sufficient collateral.

C. Returned checks shall be re-deposited before being charged to the account in which they originated and notification should be made immediately with copy of check.

D. Incoming wire transfers shall be made to the account for immediate credit.

E. With implementation deadline of services on March 1, 2021, the City will maintain multiple bank accounts and may add or delete accounts due to changes in structure. See Exhibit "A" for bank accounts needed.

F. All declarations regarding volume of banking transactions are estimated based on available information.

IV. BIDDER REQUIREMENTS

A. Banking Locations: The bidder shall provide full service banking facilities within the City of Waycross.

B. Account Representative: The bidder shall have a full-time local account representative assigned to

City of Waycross.

C. Technical Support: The bidder shall provide technical support facilities, which, if not local, shall be in such proximity to demonstrate its ability to satisfy the City's requirements on a timely basis.

D. Investment Support: The bidder shall provide staff expertise to provide advisory services to enhance return on City investments.

E. The Banking institution must maintain a portfolio of investments sufficient to collateralize all Board deposits in excess of FDIC coverage and in accordance with Georgia Statutes, and Attorney General Opinions. All collateralized securities must be held in safe keeping at a financial institution in the State of Georgia or in the Federal Reserve Bank.

F. The banking institution shall provide their Community Reinvestment Act (CRA) rating to the City.

G. Service Capability: The Proposer shall be prepared to demonstrate their ability and experience servicing other local entities with similar banking structure and volumes as described herein.

H. Direct Deposit: The City receives several direct deposits whether it be from other governmental entities or to vendors or employees. The bidder shall provide direct deposit of payroll on personal computer through electronic transmission.

I. Cash Management Support: The Proposer shall be experienced in managing a Pooled Cash account, tied to zero balance accounts.

J. Deposit Collateralization: The Proposer shall maintain a portfolio of investments sufficient to collateralize all deposits of the City in excess of FDIC/FSLIC coverage in accordance with Georgia Code 45-8-12, 45-8-13, 45-8-14, 45-8-15, and 50-17-59.

K. Wire Transfers: The Proposer shall provide a means to support incoming and outgoing wire transfers throughout the Federal Reserve System with security protection, preferably through the internet.

L. Investment Safekeeping: The Proposer shall provide interest bearing accounts for those that are not zero balance accounts.

M. Proposer shall submit audited financial statements for the last three years, certified by a Certified Public Accounting Firm. Proposer must submit most recent quarterly income statement.

N. The bidder shall provide a positive pay capabilities for check disbursements fraud protection with electronic file submission and with online decision making capabilities. Verification of file submission, preferably by email, is desired.

O. The bidder shall provide the City on a monthly an account analysis statement on our 3 largest accounts only. The account analysis statement shall include, at a minimum, all information substantially in the form of the pricing sheet such as service description, unit cost and extended price and earnings credit (where applicable) shall be identified per account and for the relationship as a whole. The statement shall also include the average daily collected balance, average daily ledger balance and any compensating balances required to support the monthly service charges for each account and for the relationship as a whole.

P. The City currently deposits cash and checks several times per week at the banking center. The City does not use an armored car service for deposits. Cash is bundled by currency and the coins are generally rolled or bagged. Checks are batched and deposit items are not encoded. Describe options that the bank has available to accommodate these services.

Q. For other non-specified services, which may become desirable, it is the City's intent to pay for

such services at a negotiated rate. The City will purchase checks directly from the appropriate vendor in accordance with the bank specifications and this cost will be absorbed completely by the City and is not part of this bid.

R. On a monthly basis, the bank will prepare and submit to the City, along with specified monthly statements and reports, a billing for all services rendered for the month ended. This billing will be prepared in a format similar to the section in the Bidder Response Form where the estimated annual service charges were computed or on a form mutually agreed upon the City and the bank. The billing will show the volume of services rendered, the per unit cost as bid, and the calculation of the Required Compensating Balance. Factors in the formula for calculating the Compensating Balance will vary from month to month.

S. The compensating Balance will change from month to month, but will remain constant during any monthly period. Due to the time lapse involved in the processing of monthly statements, reports and billings, it is necessary that the Compensating Balance be adjusted in succeeding months to the actual amount required for a particular month. For example:

- The banks provides services for 1 month
- Statements, reports and billing (included calculated Compensating Balance for Month One) are submitted to the city during Month Two
- The required Compensating Balance billed for Month One will be established and maintained during Month Three

V. SERVICE REQUIREMENTS: At a minimum, the bidder shall provide,

A. Daily reporting of ledger, collected and available balances online for multiple approved users online.

B. The bidder will be required to provide normal depository services as listed on the form, including processing of all debit and credit items, wire transfers, stop payments and returned items.

C. Account detail shall be available for review as needed for current month plus previous months online. The City requires both CD ROM and Online Access of accounts.

D. Institution shall provide full service online banking services. These services shall include but not be limited to prior day balance reporting capabilities with debit and credit transaction listings; image retrieval of cleared and deposited check item and cancelled checks (front and back); capability to search for transaction items. ACH debit and credit processing (including direct deposit), wire transfer capabilities (template functionality is desired) and stop payments for disbursement checks. Please provide a complete list of on-line services.

E. Daily transaction reporting of all bank accounts as needed online.

F. The City does not require account reconciliation services.

G. The City requires ACH Fraud Protection Services for our Pooled Cash, SPLOST and Payroll Accounts.

H. Software, training and manuals, to implement the following banking services through personal computer, preferably using internet access:

1. Wire transfers
2. Account to account transfers
3. ACH transactions
4. Stop payments
5. Daily account balance access with transaction detail
6. Check copies

7. Current investment information including current rates
8. Direct deposit of payroll
9. Positive Pay

I. Direct deposit services: The City has bi-weekly payrolls for approximately 211 employees with 2 employees receiving paper checks.

J. Check cashing of payroll and other City checks by employees with proper identification at all banking branches without charge.

K. Capability to download cancelled check data from a secured website for reconciliation purposes.

L. Monthly statements that should be received by the tenth of the month, with activity from the first through the last calendar day of the month reflected and also online.

M. Internet Access of canceled checks with images for printing copies.

N. Investment safekeeping.

O. Other services, including but not limited to, deposit slips, coin wrappers, night deposit bags, endorsement stamps and any other supplies customarily provided by the Proposer.

P. Serial sort of checks for all accounts. All cleared checks shall be listed on the bank statement in numerical order. Bidder will be required to provide monthly check sorting services by numerical sequence for the General Fund and Payroll Accounts. The City's checks will have the check number encoded in magnetic ink characters

Q. Credit Card.: The City shall furnish as many credit card accounts as approved by the City Manager. Currently the City has 32 credit card accounts. The City owns 4 credit card processing machines at 2 different locations.

- | | Make | Model | Serial Number |
|-----|---|----------|------------------|
| 1. | First Data | FD130DUO | FD200079743 |
| | Pin Pad | FD35 | 806CD56790 |
| 2. | First Data | FD1000 | NT0000095354 |
| | Pin Pad | FD35 | 806CC74914 |
| 3. | First Data | FD130 | 1000541467 |
| | Pin Pad | FD35 | 806CG99367 |
| 4. | First Data | FD130 | FD1000541488 |
| | Pin Pad | | 000000806CG84261 |
| 5. | The machines accept EMV chip cards. | | |
| 6. | The machines accept PIN Debit transactions | | |
| 7. | A 2.5% fee is charged for online payments by the City's payment gateway. | | |
| 8. | The city uses Point and Pay as our payment gateway. | | |
| 9. | Terminals are equipped with encryption/tokenization software. | | |
| 10. | The City accepts Visa, Mastercard and American Express Cards. | | |
| 11. | Bidder must supply detailed resolution of fraudulent charges on City cards. | | |
| 12. | Most of the City's credit card charges are online. | | |
| 13. | The City does not accept over the phone credit card payments. | | |
| 14. | The City has 1 ATM machine with a \$5,000.00 replenishment. | | |

R. Purchasing Cards (P Cards): The City of Waycross is requesting detailed information from your institution on your Purchasing Card Program including pricing. Please submit this on a separate page.

FEE SCHEDULE

The Proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the program services listed or proposed services.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

No. _____ Date: _____

No. _____ Date: _____

Note: While it is your responsibility to include all required documents you are reminded that you must include the following documents with your proposal response and you must acknowledge the following:

- ☐ *Fee Schedule*
- ☐ *Signature Form*
- ☐ *Acknowledge Addendum/Amendments*
- ☐ *Qualification Form*
- ☐ *E-Verify Forms*

By submitting this proposal, we agree to perform all work as described herein for the sum of (if service is not available, enter “N/A” or “**Not Available**”. If the service is being offered at no charge, enter “0”):

PER TRANSACTION FEE[illegible]

In case of errors in price extensions, the "Unit Price" shall govern.

OPTION 1: COMPENSATED BALANCE FEE COMPUTATION

Based on a compensated balance of \$ _____, our monthly fee of \$ _____ will be calculated as follows: _____

OPTION 2: ADDITIVE ALTERNATE – REMOTE DEPOSIT SERVICES

Remote Deposit Services are available and costs for services and equipment are as follows:

We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

Respectfully Submitted:

Authorized Signature: _____

Typed
Signature: _____ Title: _____

Company Name: _____

Company Address: _____

Telephone Number: _____ Dated: _____

PROPOSER QUALIFICATION FORM

Company Name _____

Principal Local Address _____

When Chartered _____

Years in business under the present firm name? _____

Comments: _____

GENERAL CONSIDERATIONS (additional sheets may be attached if needed)

Provide a corporate overview of your institution including commitment to City of Waycross and community involvement. Also identify the number of branches within our City limits, and the nearest full service branch that can assist us with our immediate banking needs.

A summary shall be submitted, showing principal staff members who will be involved in providing services to the City. Describe individual roles, responsibility and briefly detailing credentials and related banking experience. The senior staff member who will be the City's contact shall also be indicated.

What experience does the institution have in providing banking and custodial trust services to local governments? Each proposer shall submit a list of references for contact and a recent list of local governments to which banking services are currently being provided.

Please list your institutions capabilities for customer access to accounts, for stopping payments, wire transfers, etc. Include safeguard and security measures offered by your service.

Assuming the City transmitted direct deposit on a timely basis, how would your institution resolve a situation (to the satisfaction of both the City and the employee) where employee's funds were not available at the required time?

Latest time transactions will be posted and included as a current day's business is: _____

Does your institution offer on-line access to returned items, including images of the front and back of checks? If so, describe the service.

Does your institution offer canceled checks on showing the front and back of check? If so, describe the service.

How are your institution's monthly earnings credit rate calculated? Provide historical rates for the past year.

Describe your institution's ability to provide collateralization of our accounts according to Georgia Law.

List your institution's minimum and recommended hardware and software requirements to handle your PC based programs. Also include the format you will accept for Direct Deposit and ACH files.

Describe your institution's Contingency and Disaster Recovery Plan.

Describe the overall plan your institution would coordinate to ensure a smooth transition from the current provider. The institution must also provide on-site training to our personnel for the operation and use of the institution's services and automated systems for all areas of service.

List any additional services your institution may provide for the City and/or its employees. List all related charges.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____ Title: _____

Date: _____

(Notary Public)

“Sample”

ANNUAL SERVICE PROVIDER CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20____, by and between the City of Waycross, Georgia (Party of the First Part, hereinafter referred to as the “CITY”) and _____, (Party of the Second Part, hereinafter referred to as the “SERVICE PROVIDER”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. **TERM:** This contract shall commence March 1, 2021- December 31, 2021 with an option to renew for four (4) additional one year periods. Prices quoted and reflected on the attached proposal will remain firm and not subject to increase during the initial one year period or during the four (4) additional one year periods.
2. **ATTACHMENTS:** Copies of the SERVICE PROVIDERS bid execution of bid and resolution.
3. **PERFORMANCE:** SERVICE PROVIDER agrees to furnish all skill, labor and materials, of every description necessary to carry out and complete the work specified, in strict conformity with the bid.
4. **PRICE:** As full compensation for the performance of this Contract, the CITY shall pay the SERVICE PROVIDER in accordance to the attached fee schedule.
5. **INDEMNIFICATION AND HOLD HARMLESS:** SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, Commissioners, employees, agents and members, however designated, from and against any and all liability, damages, claims, suits, liens, and judgements, of whatever nature, including claims for contribution and/or indemnification, for injuries or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the SERVICE PROVIDER.
6. **TERMINATION FOR CAUSE:** Either party may terminate this Contract for cause upon _____ thirty (30) days prior written notice to the SERVICE PROVIDER of the SERVICE PROVIDER’S default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the CITY’s rights or remedies provided by law.
7. **TERMINATION WITHOUT CAUSE:** Either party shall have right, exercisable in its sole discretion at any time after the effective date of this agreement, to terminate this Contract and all of the respective rights and obligations under this Contract without cause by giving at least thirty (30) days prior written notice of termination to the other party.

8. **GOVERNING LAW:** The parties agree that this Contract shall be governed and construed in accordance with the laws of the state of Georgia. This Contract has been signed in the City of Waycross, Georgia.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF WAYCROSS

By: _____
Michael-Angelo James, Mayor

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name

(Seal)

EXHIBIT A
BANK ACCOUNTS

FINANCE OFFICE ACCOUNTS

Transaction Account
Payroll Account
Revolving Loan Fund
Waycross Fire Department Account
SPLOST Fund 2014
Public Funds Account
ATM Machine
Fallen Fire Fighters
Fire Department
Police Forfeited Property State
Police Forfeited Property Federal
Police Evidence
Police Seized State
Police Vendor Fund

EXHIBIT B COLLATERALIZATION

The City follows the State of Georgia policy on collateralization of bank accounts which is 110% collateralization in excess of FDIC coverage on all accounts without exception.

In securing all City time accounts in a ratio of 110% securities to deposits, all City Depositories may deposit:

1. Bonds, bills, certificates of indebtedness, notes or other obligations of the United States or this State; or
2. Bonds, bills, certificates of indebtedness, notes or other obligations of the counties or municipalities of this State; or
3. Bonds of any public authority created by law, if the statute creating such authority provides that the bonds of such authority may be used for this purpose, and such bonds have been duly validated as provided by law, and as to which there has been no default in payment either of principal or interest; or
4. Industrial revenue bonds or bonds of development authorities which have been duly validated as provided by law and as to which there has been no default in payment either of principal or interest.
5. Bonds, bills, certificates of indebtedness, notes, or other obligations of a subsidiary corporation of the United States Government, which are fully guaranteed by the United States Government both as to principal and interest, or debt obligations issued by or securities guaranteed by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, the Central Bank for Cooperatives, the Farm Credit Banks, the Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association.

The City shall also accept the guarantee or insurance of accounts of the Federal Deposit Insurance Corporation to secure City funds on deposit in City depositories, to the extent authorized by federal law governing the Federal Deposit Insurance Corporation.

A City depository may secure deposits made with it in part by surety bond and in part by deposit of any or all of the bonds, bills, certificates of indebtedness, notes or other obligations above mentioned or by any combination of these methods.