

Courtney E. Rogers
*Senior Vice President
Public Finance*

One James Center
901 East Cary Street
Suite 1100
Richmond, Virginia 23219
(804) 697-2902
crogers@investdavenport.com

Ricardo Cornejo
*First Vice President
Public Finance*

Cumberland Riverwood
3350 Riverwood Parkway
Suite 1900
Atlanta, Georgia 30339
(404) 865-4040
rcorenejo@investdavenport.com

February 13, 2020



Bulloch County, Georgia

Request for Proposal – Banking Services

Table of Contents:

- | | |
|--|----------------------------|
| 1. Objectives and Background | 6. Scope of Work |
| 2. Instructions to Financial Institution | 7. Submittal of References |
| 3. RFP Timetable | 8. Additional Requirements |
| 4. Selection Criteria | 9. Submittal Format |
| 5. Terms and Conditions | 10. GSIC Affidavit |

Attachments

- Attachment A - **CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b) (1)**
- Attachment B – **SCOPE OF WORK/Separate Cover**
- Attachment C – **BID SHEET/Separate Cover**
- Attachment D – **NON-COLLUSION AFFIDAVIT**
- Attachment E – **VENDOR DECLARATION**

1. Objectives and Background

In our capacity as Financial Advisor to Bulloch County, Georgia (the “County”), Davenport & Company LLC (“Davenport”) is issuing this Request for Proposals (the “RFP”) on behalf of the County to solicit proposals from qualified, experienced, financially sound and responsible financial institutions to provide banking services for the County. We are looking for a financial institution that will assign our General Operating Account, and other accounts and requirements, to a specialized governmental unit with a dedicated team of experienced staff to service these accounts. In addition to these accounts, we also require a dedicated customer service representative to be assigned to the County to assist with the day-to-day activity on these accounts.

BULLOCH COUNTY FINANCIAL INFORMATION

The banking institution will furnish the County with a main checking (operating) account into which deposits will normally be made on a daily basis. Collections are primarily made via checks, money orders, currency and credit card transactions. Disbursements from the main account will be mainly through checks, ACH payroll, EFT payments, and wire, or electronic, transfers. In addition, 100% of our employees utilize direct deposit for payroll purposes. The payroll is processed internally on a bi-weekly basis; therefore, the County has 27 pay periods per year. The County has approximately 600 employees at present.

Below is a summary of the County’s 10 accounts, which the County currently utilizes. All accounts contain governmental funds and must meet the 110% collateralization requirement. County staff also utilizes 135 credit cards; with an annual total credit spend of \$850,000. The details for each account listed below are also included separately in Attachment C - Bid Sheet, which must be completed and submitted to the County for consideration of your proposal.

Account Name	January 2020 Average Daily Balance	January 2020 # of Deposits	January 2020 # of ACH Deposits	January 2020 # of Withdrawals (ACH/Wires)	January 2020 # of Credit Card Deposits	January 2020 # of Transfers	January 2020 # of Checks Cleared
1 Master Depository-Operating	\$4,240,371.18	32	7	11	120	6	320
2 General Fund	5,155,965.53	0	0	0	0	1	0
3 Impact Fees	1,012,727.39	0	0	0	0	1	0
4 NSP1 Grant Account (can not be interest bearing)	2,670.44	0	0	0	0	0	0
5 NSP1 Program Income	444,463.85	0	0	0	0	1	0
6 NSP3 Grant-(can not be interest bearing account)	2.10	0	0	0	0	0	0
7 NSP3 Program Income	428,739.11	0	0	0	0	0	0
8 Other/Local Seizures Acct	7,004.17	0	0	0	0	0	0
9 Police Vest	2,580.14	0	0	0	0	0	0
10 Preconfiscated Assets	122,558.01	1	0	0	0	0	0
11 Splost 2007	507,295.99	0	0	0	0	1	0
12 Splost 2013	3,978,412.53	0	0	0	0	1	0
13 Splost 2019	1,306,567.47	1	0	1	0	1	0
Grand Total	\$17,209,357.91	34	7	12	120	12	320

2. Instructions to Financial Institutions

The County requests information and competitive price quotations from financial institutions for banking services as specified herein. **Late receipt of the proposal will result in the proposal being excluded from the process.** Please complete Attachments A, B, C, D, and E. The County expects to complete evaluation of the RFP’s by **March 17, 2020.**

1. All questions concerning this RFP must be submitted via email to wrichland@bullochcounty.net and rcornejo@investdavenport.com by the due date in the schedule of events below. Only one email per Financial Institution will be allowed.

2. From the date this Request for Proposals (the “RFP”) is issued until a Financial Institution is selected, Financial Institutions are not allowed to communicate with any staff (other than designee below) or elected officials of the County regarding this procurement. Any unauthorized contact will disqualify the Financial Institution from further consideration. **Contact information for a single point of contact is as follows: Whitney Richland/CFO/ wrichland@bullochcounty.net**

3. Responses to this RFP must be delivered by the deadline below and according to the **submittal format** (see #9) outlined in this document to the address below. Hand delivered, sealed proposals are also acceptable by the due date and time shown.

Faye M. Bragg, Purchasing Manager
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

3. RFP Timetable

The anticipated schedule for the RFP and contract approval is as follows:

Davenport Distributes Proposal Documents**February 13, 2020**

Deadline for submission of questions.....**March 2, 2020, 4:00 p.m.**

Deadline for receipt of proposal**March 12, 2020, 11:00 a.m.**

Interview of Shortlisted Financial Institutions:.....**determined upon Financial Institutions notification by County staff.**

Estimated Implementation Schedule Start Date.....**Week of April 20, 2020**

4. Selection Criteria

The following criteria will be used to evaluate information submitted in response to this RFP.

1. Compliance with the Scope of Work set forth in Attachment B of this RFP.
2. Ability of respondent and its staff to meet the needs of the County.
3. Capacity to provide the highest quality and breadth of services at the most cost effective price.

The County **may** request a presentation from a respondent(s) as part of the evaluation and selection process. It is the intent of the County to have a single Financial Institution provide all of the banking services specified within this RFP.

5. Terms and Conditions

1. The County reserves the right to reject any or all proposals. The award will be made to the Financial Institution who best complies with the requirements of the RFP and who, in the opinion of the County, presents the services which best suits the County's needs at a competitive price. Customer service will be a key factor.
2. The Financial Institution must certify that it has fully read and understood the RFP, by completing and signing the Bid Sheet provided, and has full knowledge of the scope, nature, quantity and quality of work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed.
3. The County assumes no cost by the Financial Institution in preparation of the RFP response.
4. The County is seeking information for an initial contract of five (5) years, with the option to renew for an additional one (1) year period with the consent and agreement of both the Financial Institution and the County.

6. Scope of Work and Preferred Services

The Financial Institution must meet the scope of work set forth in a separate Attachment B of this RFP, as indicated by a Y or Y+ in the Mandatory Column. The Financial Institution must respond to Attachment B and include the requested information with their submission. Note that some elements within Attachment B require more than a Yes/No response, and these elements are indicated by showing Y+ in the Mandatory or Preferred column. Submit supplemental information as required and noted on the Attachment. **There is a thirty (30) page limit including resumes for RFP response.**

7. Submittal of References

The Financial Institution should submit with its response references of two (2) customers that provide evidence that the Financial Institution has experience in servicing accounts of the nature specified in this RFP. It is preferred that references be for similar customers (i.e. Georgia Counties) with similar banking structures and volumes as described in the RFP.

8. Additional Requirements

1. **TERMINATION FOR CAUSE:** The County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the successful financial institution at least ten (10) days before the effective date of termination. The successful financial institution will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

The successful financial institution has the right to terminate this contract for cause by providing a written notice of intent to the Chief Finance Officer to terminate at least thirty (30) days prior to the effective date of the contract termination.

2. **TERMINATION WITHOUT CAUSE:** The County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.

3. **REPORTING DISPUTES:** The Financial Institution shall report any contract disputes and/or problems to the Chief Finance Officer, in writing, within 48 hours of their occurrence.

4. **INDEPENDENT CONTRACTOR:** The Financial Institution shall be an independent contractor. Nothing in this agreement shall be construed as authority for the Financial Institution to make commitments which shall bind the County to otherwise act on its behalf, except as the County Government may expressly authorize in writing.

5. **INSURANCE:** The Financial Institution shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified such as the insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company.

9. SUBMITTAL FORMAT

All proposal copies must be submitted in a sealed envelope or container with the **OUTER MOST** container stating the company name, address, telephone number, and **TITLE (RFP BANKING SERVICES)** and include:

One (1) USB Flash drive with a copy of the completed Bid Sheet in Excel format and all other related documents in PDF format;

Two (2) paper copies of the signed Bid Sheet; and

All other documents related to the proposal, as specified in this RFP.

Financial Institutions are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or improper address. **Proposals received late or via facsimile and/or email will NOT be considered.**

10. GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

Bulloch County and the Financial Institution agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Financial Institution further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Bulloch County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

ATTACHMENT A

Contractor Affidavit Form under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Bulloch County** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____, _____.

(City) (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____.

(Attach Seal)

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ___ day of _____ 20__.

NOTARY PUBLIC _____

ATTACHMENT E
VENDOR DECLARATION

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **March 12, 2020 @ 11:00 AM**, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name _____ Title _____

Name _____ Title _____

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____