



Request for Proposals

Banking Services

(Draft)

September 23, 2020

Purpose

The purpose of this Request for Proposals (RFP) is for the George Washington Regional Commission (GWRC) to solicit proposals to establish a single contract through competitive negotiation with a qualified source to provide nonprofessional services as described herein for organizational banking.

Glossary of Terms

The following terms and definitions apply to this RFP and any resulting contract(s):

- **Offeror:** a person/firm who makes an offer by submitting a proposal in response to this solicitation
- **Contractor:** a person/firm awarded a contract to provide services required in this solicitation

Proposal Inquiries/Point of Contact

All inquiries concerning this RFP should be submitted by e-mail citing the RFP title to Michele Dooling at dooling@gwregion.org.

Potential Offerors must limit all contact, whether verbal or written, pertaining to this RFP, to the designated point of contact for the duration of the RFP process. Failure to do so may jeopardize further consideration of an Offeror's proposal. Answers to questions posed to GWRC about this RFP will be posted to the GWRC website. The origin of the questions will not be shared.

Timeframe and Key Dates

RFP issued by GWRC	September 23, 2020
Proposals due to GWRC	October 21, 2020
Offerors meet with GWRC	Week of October 26, 2020
Determination made by GWRC Executive Director and Committee	October 28, 2020
Contract begins	November 15, 2020
Deliverables complete/contract(s) ends	November 15, 2022

Offeror Qualifications

Written proposals must be submitted no later than October 21, 2020 at 5:00 p.m. via e-mail to Michele Dooling at dooling@gwregion.org.

Background

The George Washington Regional Commission (GWRC) is the planning district commission established by the Virginia General Assembly for the region comprising the City of Fredericksburg and the counties of Caroline, King George, Spotsylvania, and Stafford, known collectively as Planning District 16. The Commission provides a broad array of services for the residents of Planning District 16, including economic development programming and grant management, environmental planning, human services including housing affordability and services for those experiencing homelessness, transportation demand management, rural transportation planning, and urban transportation planning.

We have been banking with several banks since our last procurement in 2006. We seek a single banking partner that can manage all of our accounts and is conveniently located to our offices at 406 Princess Anne Street, Fredericksburg, VA.

The operating budgets for each of the key elements of our banking needs, are as follows

Organization	Operating Budget	Number of Employees
George Washington Region Commission (PDC) known as GWRC	\$ 4,732,790	15
Rappahannock River Basin Commission	\$ 150,000	0
GWRC AdVANTage Account	\$ 600,000	0

Currently GWRC utilizes the following types of accounts that would need to be addressed in a response to the RFP.

Account	Description of Use
GWRC Operating Account	This is the daily operating account for the GWRC. Currently the average daily balance is about \$58,145. We have approximately 5 money market transfers per month. We issue on average of 55 checks and approximately three ACH transactions per month.

GWRC Money Market Account	This is the money market account for George Washington Regional Commission. Currently the average daily balance is about \$ 200,000. We deposit on average about 2 items per month. We make approximately 5 transfers per month. This account deposits on average are \$245,274 per month. We receive about 20 ACH Deposit Transactions per month.
Rappahannock River Basin Commission	This is the daily operating account for the Rappahannock River Basin Commission. Currently the average daily balance is about \$100,000. We have about 1-5 deposits per month. We make approximately one transfer per month to GWRC.
GWRC AdVANTage Account	This is the account used as a pass-through account for the statewide AdVANTage Vanpool Self-Insurance Program. The average daily balance is \$5,000 and there are usually less than 5 transactions per month.
GWRC Credit Card	We have a master account with a total credit limit of \$31,600. We currently have 4 card holders with limits ranging from \$2,000 to \$24,600

These are all public funds and the bank must comply at all times with applicable federal, state and county laws, ordinances, rules and regulations including but not limited to the Virginia Security for Public Deposits Act (Chapter 2.2-4400 of the Code of Virginia). It must be a qualified public depository as defined in the Virginia Security for Public Deposits Act with a capital structure sufficient to support deposits.

Scope of Services Required

It is our intention to select a single partner to handle all our banking needs. As such we seek:

- Checking account services for three checking accounts
- Money market account for GWRC linked to checking/operating account
- Credit card services for convenience purchasing and employee travel
 - a. A “branded” (VISA/Mastercard/American Express)
 - b. Rebates on purchases
 - c. User friendly on-line system for GWRC’s Administrator for all transactions
 - d. Payment turnaround on the monthly card statement must be at least 30 days
- Contact information and credentials of person responsible for our accounts
- On-line capabilities for managing our accounts
- On-line access which will provide front and reverse images of all paid checks

- ACH Processing submitted through a secure electronic transmission
- Outgoing Wire Transfers
- Monthly account analysis -the minimum requirements for this report shall be:
 - a. Average Book Balance
 - b. Average Collected Balance
 - c. Average Allowance Rate
 - d. Transaction Volumes
 - e. Transaction Prices

Outcomes

In addition to looking for a low cost, seamless banking experience, we hope to develop an ongoing relationship with a single banking partner who will work with us as our needs change over time.

Requirements (Scoring Criteria)

Proposals will be scored based on the following criteria:

- Ability to meet the PDC's current and projected service requirements (5 points maximum)
- Demonstrated knowledge and experience working with governmental entities on our banking team (5 points maximum)
- Presence of an excellent cyber-security program with protections for online and paper transfers (5 points maximum)
- Price, including the cost per identified activity, aggregate banking services cost, and corresponding compensation balances (5 points maximum)
- Excellent history of interest rates paid on accounts (5 points maximum)
- Completeness of response (5 points maximum)
- History of providing on-time and high-quality deliverables to clients (5 points maximum)
- Client recommendations (5 points maximum)
- SWAM or similar status (5 points maximum)
- Presence of a branch(es) in the GWRC footprint (5 points maximum)

Proposal Content

A successful proposal will include and be responsive to the following elements:

- Members of the banking team, along with their qualifications, who will participate on our accounts
- Description of all fees involved for each of the services you are proposing to provide

- Description of the wire transfer services you propose for GWRC
- Bank expectations regarding fund availability
- Description of the monthly statement and account analysis you will provide
- When reports are available
- How long report images are maintained online
- The bank's dispute resolution process
- Description of Collection and Deposit Services
- Cutoff times and requirement
- Bank policy on strapped/rolled and pricing basis
- Credit advice processing
- Discrepancy and write off policy
- Remote Deposit Services availability
- Description of purchasing or credit card services
- Description of your overdraft processing service, including rates for overdrafts
- Description of Stop Payment Services

General Terms and Conditions

CONTRACTUAL CLAIMS: The procedure for filing contractual claims is set forth in Section 2.2-4363 of the Code of Virginia.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. This includes compliance with IRS requirements.

ANTI-DISCRIMINATION: By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of the above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickback or inducement from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract, the Contractor certifies that the Contractor does not, and shall not, during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Regional Council under said contract.

PAYMENT: Invoices for services and accepted deliverables shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

Payment will be made to consultant within 45 days after invoice or delivery, whichever occurs last.

All services provided under this contract that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed. Consultants will adhere to Virginia procurement law as applicable.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail; the date of submission where payment is made electronically; or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

UNREASONABLE CHARGES: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors are on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Regional Council shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Regional Council may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, items such as services to be performed, the method of packing or shipment, and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Regional Council a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Regional Council's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Regional Council with all vouchers and records of expenses incurred and savings realized. The Regional Council shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice within thirty (30) days from the date of receipt of the written order from the Regional Council. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provided 2.2-4363 of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Regional Council or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the Regional Council, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Regional Council may have.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, GWRC will publicly post such notice for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the Regional Council pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Regional Council may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Special Terms and Conditions

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Regional Council, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The Regional Council reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the Regional Council’s or other manufacturer, vendor or distributor to which contractor or contractor’s personnel may gain access while engaged by the Regional Council. Revealing, copying, or using in any manner whatsoever any such contents which have not been authorized by the Regional Council is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all Contractors’ agents, employees, successors, assigns, or

subcontractors that are engaged by the Regional Council of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from Regional Council to advertise the work being done for the Council. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

INDEPENDENT CONTRACTOR: The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the Regional Council, or of the Commonwealth of Virginia.

OWNERSHIP OF MATERIAL: All materials generated under this contract shall be considered work made for hire. The Regional Council shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to the Regional Council.

CONFLICT OF INTEREST: The Regional Council reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of the Regional Council. The Contractor shall continue to disclose during the term of the contract to the Regional Council any situations in which potential conflict of interest could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of the Regional Council as to whether or not a conflict exists.