

April 24, 2020



City of Chamblee, Georgia

Request for Proposal – Banking Services

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1. Objectives and Background

In our capacity as Financial Advisor to City of Chamblee, Georgia (the “City”), Davenport & Company LLC (“Davenport”) is issuing this Request for Proposals (the “RFP”) on behalf of the City to solicit proposals from qualified, experienced, financially sound and responsible financial institutions to provide banking services for the City. 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 City to assist with the day-to-day activity on these accounts.

CITY OF CHAMBLEE FINANCIAL INFORMATION

The banking institution will furnish the City 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, 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 City has 26 pay periods per year. The City has approximately 156 employees at present.

Below is a summary of the City’s five (5) accounts, which the City currently utilizes. All accounts contain governmental funds and must meet the 110% collateralization requirement. City staff also utilizes 18 credit cards; with an annual total credit spend of \$360,000. The current activity for each account listed below are also included separately in Bid Sheet, which must be completed and submitted to the City for consideration of your proposal.

Account Name	February 2020 Average Daily Balance	February 2020 Ending Balance	February 2020 # of Deposits	February 2020 # of ACH Deposits	February 2020 # of Withdrawals (ACH/Wires)	February 2020 # of Credit Card Deposits	February 2020 # of Transfers	February 2020 # of Checks Cleared
1 General Operating	\$7,620,755.00	\$9,096,600.39	112	9	2	97	2	206
2 Court Bond	474,496.00	500,537.90	30	0	0	24	2	21
3 SPLOST	4,648,020.00	4,863,600.22	0	1	0	0	0	4
4 Confiscated Assets	249,736.00	250,471.47	0	0	0	0	1	0
6 Asset Forfeiture	124,474.00	124,474.00	0	0	0	0	0	0
Grand Total	\$13,117,481.00	\$14,835,683.98	142	10	2	121	5	231

2. Instructions to Financial Institutions

The City 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 the attached excel spreadsheet for Scope of Work and Bid sheet Grid and the following attachments A and B. In addition, post award forms to the winning bidder will include but not be limited to a W9 and a Contractor Performance Scorecard. The City expects to complete evaluation of the RFP’s by **June 5, 2020**.

1. All questions concerning this RFP must be submitted via email to jpéro@chambleega.gov 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 City 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: Julie Pero /Controller/jpéro@chambleega.gov**
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.

Cherron Bouie/Procurement
City of Chamblee
5468 Peachtree Road
Chamblee, Georgia 30341

3. RFP Estimated Timetable

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

Davenport Distributes Proposal DocumentsApril 24, 2020

Deadline for submission of questions.....May 12, 2020, 4:00 p.m.

Deadline for receipt of proposalJune 1, 2020, 11:00 a.m.

Interview of Shortlisted Financial Institutions.....determined upon Financial Institutions notification by City staff.

Estimated Implementation Schedule Start Date.....Week of July 27, 2020 - Contingent on COVID19 Shelter in Place Order.

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 and Bid Sheet set forth in attachment of this RFP.
2. Ability of respondent and its staff to meet the needs of the City.
3. Capacity to provide the highest quality and breadth of services at the most cost effective price.

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

5. Terms and Conditions

1. The City 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 City, presents the services which best suits the City'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 City assumes no cost by the Financial Institution in preparation of the RFP response.
4. The City 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 City.

6. Scope of Work and Preferred Services

The Financial Institution must meet the scope of work set forth in a separate attachment of this RFP, as indicated by a Y or Y+ in the Mandatory Column. The Financial Institution must respond to the attachment and include the requested information with their submission. Note that some elements within the attachment 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 not 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 Cities) with similar banking structures and volumes as described in the RFP.

8. Additional Requirements

1. **TERMINATION FOR CAUSE:** The City 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 City Manager or their designee to terminate at least thirty (30) days prior to the effective date of the contract termination.

2. **TERMINATION WITHOUT CAUSE:** The City 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 City Manager or their designee, 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 City to otherwise act on its behalf, except as the City 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 Scope of Work and Bid Sheet in Excel format (not in PDF 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 City 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

City of Chamblee 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, the City shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

ATTACHMENT A

**IMMIGRATION AND SECURITY FORM
CONTRACTOR AFFIDAVIT AND AGREEMENT**

Contract No. and Name: _____

Name of Contracting Entity: _____

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 contracting with the City of Chamblee has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Chamblee, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on a Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Chamblee at the time of the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent (contractor name) Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20____.

Notary Public My commission Expires: _____

*or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

ATTACHMENT B

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 June 1, 2020 @ 11:00 AM, but may not be withdrawn after such date and time for a period of 60 days.

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

That by submission of this bid the vendor acknowledges that the City of Chamblee 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
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Name	Title
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AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____