

Request for Proposals

Berkeley County Fire Service Board, Inc.

Qualification and Price Proposals for Banking Services

The Berkeley County Fire Service Board, Inc. (herein referred to as the "Fire Board") is requesting Qualification and Price Proposals from interested parties for Banking Services.

The Fire Board (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 Fire Board reserves the right to interview some or all prospective firms to discuss their submittal.

Submittal of Qualification and Price information from interested firms should be enclosed in a sealed opaque envelope marked "**Fire Board Banking Services**". Any fees, costs or expenses shall be clearly stated in the bid proposal and be included within the quoted Price Proposal.

All submittals shall include a sample Terms and Conditions and Agreements.

Proposals shall be received Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. eastern standard time, excluding County holidays, until 5:00 p.m. eastern standard time on Friday, March 2nd, 2018 at the Berkeley County Fire Service Board office. All proposals shall be addressed as follows:

Berkeley County Fire Service Board, Inc.
Fire Board Banking Services
c/o Donna Cross, Administrator
400 West Stephen Street, Suite A-05
Martinsburg, WV 25401

Proposals received after 5:00 p.m. eastern standard time on Friday, March 2nd, 2018 will be discarded. Bids will be opened and entered into public record at the regularly scheduled Fire Board meeting on March 8th, 2018 at 7:00 p.m. in the County Council Chambers at 400 West Stephen Street in Martinsburg, WV.

Copies of the Request for Proposals for Qualification and Price Proposals for Banking Services may be obtained at the Berkeley County Fire Service Board office at 400 West Stephen Street, Suite A-05 in Martinsburg, WV or at <http://www.berkeleywv.org/officials/bids-procurement.cfm>.

The Berkeley County Fire Service Board, Inc. reserves the right to waive irregularities and to reject any or all proposals.

Please direct questions and document requests to Donna Cross, Administrator at (304) 264-1945 or dcross@berkeleywv.org.

INTRODUCTION

Proposals are being requested from financial service firms to provide banking related services for the Berkeley County Fire Service Board, Inc., (hereinafter referred to as the "Fire Board"). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

INFORMATION REGARDING CURRENT BANKING SYSTEM

There are nine (9) bank accounts handled by the Fire Board of which all are active. The Fire Board reserves the right to add additional accounts at any time as needed.

The Fire Board's bank statements for fiscal year 2016-17 are available at the Fire Board Office for review. Additionally, all applicable financial statements for the Fire Board are available by request at the Fire Board Office.

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.

1. The selected financial institution must maintain qualified securities or other collateral as defined in West Virginia Code Chapter 12. Public Monies and Securities. The selected financial institution must meet all other requirements as outlined in the WV Code.
2. There shall be no service charges applied to any account.
3. The Fire Board 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 Fire Board Office, be supplied at no charge.
4. All accounts must receive a monthly statement no later than the first business day of each month.
5. 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.
6. The account changeover will be scheduled for May 1st, 2018. The successful financial institution must be willing to commit the necessary resources to assist the Fire Board in this process.
7. 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. The location of the bank and name of the local representative must be provided at time of proposal.
8. The successful financial institution will be required to provide merchant credit cards for all Fire Board representatives authorized to possess a Fire Board credit card. A list of all Fire Board representatives currently possessing a merchant credit card can be obtained from Donna Cross,

Administrator at (304) 264-1945 or dcross@berkeleywv.org.

9. The Fire Board Office shall have electronic access to bank reports.
10. 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

TECHNICAL PROPOSAL

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. At a minimum, the Qualification and Price Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in no consideration of respondent's services.

1. Firm Information
 - a. Name, address, telephone number, fax number of firm and parent company, if any, from which the project will be managed.
 - b. Nature of firm and parent company, if any.
2. Firm Capabilities
 - a. Describe the size of your firm/project office as related to professional staff.
3. Firm Principals and Background
 - a. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for servicing the Fire Board. 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.
 - b. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart, titles, qualifications, roles in performance and availability for telephone consultations and on-site meetings.
4. Miscellaneous Requirements
 - a. All proposals must provide written proof that:
 - i. The financial institution is licensed to provide banking services in the State of West Virginia.
 - ii. Funds deposited with the financial institution are insured under the FDIC.
 - b. All technical proposals should include any conclusions, remarks and/or supplemental intonation 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 the proposal.

PROPOSAL

1. At a minimum, Proposal shall include the following:
 - a. Response to all requirements listed in Appendix A
 - b. Fully executed Non-Collusion Certificate – Appendix B
 - c. Any conclusions, remarks and/or supplemental information pertinent to this request.

TERM OF CONTRACT

1. The term of this contract will be for three (3) years.
2. 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 thirty (30) calendar days' notice, if the unsatisfactory conditions have not been corrected, the Fire Board reserves the right to negotiate banking services with other firms and/or companies.

USE OF EXISTING DOCUMENTS

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

SELECTION PROCESS

1. The Fire Board shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
2. A Selection Committee appointed by the Fire Board will evaluate responses to this request and select those firms judged to be most qualified.
3. It is the Fire Board's intent to open and review each firm's qualifications and proposal to determine a firm's qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm's qualifications and technical proposal is acceptable, then the benefits of the proposal will be given consideration.
4. Since it is the Fire Board'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.
5. Selection criteria to be used by the Committee are:
 - a. Responsiveness to all aspects of this Request for Proposals;
 - b. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints and user satisfaction;
 - c. 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;

- d. Oral presentations, if required;
- e. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and their immediate staff, and their qualifications and experience with services such as that being proposed;
- f. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
- g. Firm's capacity to perform the work, giving consideration to current workloads;
- h. Firm's familiarity with issues applicable to these type of services.

PROPOSAL AND AWARD SCHEDULE

1. Proposals received prior to the deadline will be treated as confidential and will remain sealed until all proposals have been received. All proposals will be opened at the regularly scheduled Fire Board meeting on March 8th, 2018. Proposals received after the specified deadline, 5:00 p.m. on March 2nd, 2018, will not be considered in the evaluation process and will be discarded.
2. It is expected that the services will be awarded within ten (10) business days after the opening of proposals. The contract will be awarded to the Firm/Company whose proposal, conforming to this request; will be the most advantageous to the Fire Board.
3. 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 contractually.
4. Proposals may not be altered or amended after they are opened.
5. The approval or disapproval of the proposals submitted will be determined by the responsiveness 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 or their abilities.
6. The Fire Board reserves the right to request clarification of information submitted and to request additional information from any or all applicants, as it deems necessary.

TERMS AND CONDITIONS

1. The Fire Board reserves the right to reject any or all proposals or to award the services to the next recommended Firm/Company, if the successful Firm/Company fails to accept the services of the Fire Board via an acceptance letter within five (5) calendar days after being notified of the award.
2. The Fire Board reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn up until the date and time set within this Request for Proposals for the opening of the proposals. Any proposal not withdrawn will constitute an irrevocable offer to provide the Fire Board the services set forth above, in the manner and at the

costs set forth.

4. The selected Firm/Company shall be required to enter an agreement with the Fire Board to provide the services as specified in their proposal. Any agreement or contract resulting from the acceptance of the proposal shall be made via an engagement letter, to be approved by the Fire Board's legal counsel and signed by the Chairman of the Fire Board, and shall contain at a minimum the applicable provisions of this request for proposals. The Fire Board reserves the right to reject any agreement that does not conform to this request for proposals and any Fire Board requirements for agreements or contracts.
5. The selected Firm/Company shall not assign any interest in the agreement and shall not transfer any interest in the agreement without prior written consent of the Fire Board.
6. 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 Fire Board.
7. 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 Fire Board under the West Virginia Freedom of Information Act.
8. The Fire Board shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
9. The Fire Board reserves the right to request interviews.
10. The Fire Board reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the Fire Board.
11. The Fire Board reserves the right to not hold discussions after award of the contract.
12. 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.
13. The Firm/Company shall abide by and comply with the true intent of this Request for Proposals and its scope 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. Clarification may be requested.
14. The Firm/Company hereby represents and warrants:
 - a. 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;
 - b. 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;

- c. 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;
- d. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

15. In addition to any other remedy available to the Fire Board, breach of any of the services contracted herein shall, at the election of the Fire Board, be grounds for termination of the engagement. Failure of the Fire Board to terminate the engagement 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 the Fire Board.

HOLD HARMLESS INDEMNIFICATION

If an engagement is awarded, the successful Firm/Company will be required to indemnify and hold the Fire Board, 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 engagement will remain at the Firm's/Company's risk until written acceptance by the Fire Board; and the Firm/Company will replace, at the Firm's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the Fire Board.

TERMINATION FOR CONVENIENCE

The Fire Board may terminate this or any engagement, in whole or in part, whenever the Fire Board determines that such termination is in the best interest of the Fire Board, without showing cause, upon giving 30 days written notice to the Firm/Company. The Fire Board 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

1. When the Firm/Company has not performed or has unsatisfactorily performed the engagement, the Fire Board may terminate the engagement for default. Upon termination for default, payment may be withheld at the discretion of the Fire Board. Failure on the part of a Firm/Company to fulfill the pledged obligations shall be considered just cause for termination of the engagement. The Firm/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by the Fire Board in re-procuring and completing the work.
2. The pledged obligation of the Fire Board under the contemplated engagement is contingent upon the availability of appropriated funds from which payment for this contract can be made.

INTERPRETATION

The engagement resulting from this proposal shall be construed under the laws of the State of West Virginia.

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 Fire Board. 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/Company from any obligation under their proposal as submitted. The Fire Board will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE FIRE BOARD.** Every interpretation made by the Fire Board will be made in the form of an addendum that, if issued, will be sent by the Fire Board to all interested parties.

LIST OF ATTACHED APPENDICES

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

Bidders must provide a response to all of the questions below.

1. Location/address of local bank location(s).
2. 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.
3. Affirmation that the financial institution submitting the proposal for services meets all State Code requirements.
4. Name, address, telephone number & e-mail address of local representative/contact for all account issues or problems.
5. The ability to maintain qualified securities as collateral for the deposits in accordance with WV State Code.
6. Rate of return of interest bearing account as a percentage (%) of the prime rate.
7. Ability to waive service charges applied to all accounts.
8. Ability to provide free checks, deposit slips and materials required for the daily operations of all accounts.
9. The ability to provide monthly statements no later than the first business day of each month.
10. The ability to successfully changeover the bank accounts by May 1st, 2018.
11. The ability to provide merchant credit cards and any affiliated cost to the Fire Board.
12. The ability to provide electronic access to bank reports to the Fire Board office.
13. The ability to provide electronic banking for, at a minimum, direct deposit, verification of daily account balances and stop payments.

Your response can be as brief or detailed as deemed necessary but must address all of the above.

APPENDIX B – NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____ 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 offer or herein or any competitor, or competitive bidding in connection with the engagement for which the within bid or offer is submitted; and that no member of the Fire Board, administrative or supervisory personnel or other members or affiliates of the Fire Board 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.

Signature

Printed Name

Date

APPENDIX C – CURRENT ACTIVE BANK ACCOUNTS

Fund No.	Fund Description	Interest Bearing
103	Savings	Yes
104	Contingency	Yes
105	Certificate of Deposit	Yes
107	Credit Card Processing	Yes
108	Operating	Yes
109	SCBA	Yes
110	Apparatus Replacement	Yes
111	Radios	Yes
112	Building Projects	Yes