

**ANNOUNCEMENT**

**APRIL 3, 2014**

**REQUEST FOR PROPOSALS (RFP)**

**RFP 2014-01**

**to provide**

**BANKING SERVICES for**

**BRENTWOOD, PENNSYLVANIA**

The Borough of Brentwood, Allegheny County, Pennsylvania, is initiating the Request for Proposals (RFP) process to result in the selection of a financial institution, herein referred to as "Bank", that can provide the Borough of Brentwood, herein referred to as "Borough", with the highest quality and most flexible services for the lowest cost to the public. The Borough desires that bank balances be continuously and fully invested for the benefit of the Borough. The Borough is requesting that each respondent competitively bid its services by type of service, propose an arrangement whereby daily un-invested cash balances are invested on behalf of the Borough, and propose the most equitable method of establishing applicable investment rates.

This RFP will define the scope of the work to be performed, the requirements of the Bank, the method for response and the administrative requirements that must be followed. The Borough also reserves the right to modify and/or cancel this solicitation at any time during the RFP process.

Information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement can be obtained via email by contacting George Zboyovsky, PE at [gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com).

Sealed proposals (one (1) original and one (1) electronic/scanned copy), must be received by The Borough of Brentwood at 3624 Brownsville Road, Pittsburgh, PA 15227 no later than **April 24, 2014, at 10:00 A.M., EDT** and the same will be publicly opened immediately thereafter. If mailed, the proposal should be addressed to: George Zboyovsky, PE, Borough Manager and the envelope sealed and clearly marked as **"RFP 2014-01 - Banking Services"**

Any contact for additional information should be made to George Zboyovsky, PE via email at [gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com).

The Borough of Brentwood reserves the right to accept or reject any or all bids.

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**BOROUGH OF BRENTWOOD**

**REQUEST FOR PROPOSALS (RFP)**

**RFP 2014-01**

**To provide**

**BANKING SERVICES for  
BOROUGH OF BRENTWOOD,  
ALLEGHENY COUNTY, PENNSYLVANIA**

**APRIL 03, 2014**

**REQUEST FOR PROPOSALS (RFP)**  
**RFP 2014-01**  
**To provide**  
**BANKING SERVICES for**  
**BOROUGH OF BRENTWOOD**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

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NOTE: In this document the term "proposer" shall mean the person or firm making a proposal based on this RFP. The term "proposer", "banker", "consultant," "bidder", and the term "firm" is used interchangeably. Also, the term "you" or "your" shall refer to the proposer.

## **SECTION 1. BACKGROUND**

### ***BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT***

*The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.*

#### **A. General Description**

Brentwood is a small borough in the South Hills. The southern half of the municipality is surrounded by the Borough of Whitehall. The northern half of the community is roughly divided along its north-south axis by the City of Pittsburgh, to the west, and the Borough of Baldwin, to the east. Brownsville Road divides the community roughly in half along its east-west axis. It is a densely-populated community in Allegheny County: its 9,800 people live in houses and apartment buildings within an area that is only 1.5 square miles.

The Borough estimates 2014 total revenues in excess of \$15,000,000.00. The Borough currently operates eight (8) active accounts. The General Fund Account handles the majority of all Borough payables processing an average of 1,000 checks annually.

#### **B. Objective**

The Borough of Brentwood, Allegheny County, Pennsylvania, is initiating the Request for Proposals (RFP) process to result in the selection of a financial institution, herein referred to as "Bank", that can provide the Borough of Brentwood, herein referred to as "Borough", with the highest quality and most flexible services for the lowest cost to the public. The Borough desires that bank balances be continuously and fully invested for the benefit of the Borough. The Borough is requesting that each respondent competitively bid its services by type of service, propose an arrangement whereby daily un-invested cash balances are invested on behalf of the Borough, and propose the most equitable method of establishing applicable investment rates.

C. Length and Terms of Banking Agreement

The Borough will enter into an agreement with the selected institution to provide banking services for a period of three (3) years effective July 1, 2014 to June 30, 2017 with an option to renew the contract for additional years.

Each Banking Institution hereby agrees that all unit prices and all other conditions related to the banking services described herein shall be in effect for a minimum of thirty-six (36) months and only exceptions to this are certain unit prices or procedures, if any, that may be required by the Federal Reserve Bank or by any other applicable federal and state laws or regulations.

The agreement will take effect no later than sixty (60) days after the Borough of Brentwood Council makes the appointment for banking services. This period is intended to provide sufficient transition period of the Borough in its current banking relationship, if applicable.

## SECTION 2. REQUIREMENTS

### A. General

The Borough of Brentwood reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the Borough of Brentwood.

The contract is subject to the approval of the Borough of Brentwood Council and is effective only upon their approval.

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to Borough of Brentwood review and approval for a period of ninety (90) days from the deadline for submitting proposals.

The Borough of Brentwood may initiate negotiations with the proposer submitting the proposal or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality level of service at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

### B. Inquiries

All inquiries, questions, etc. concerning the RFP shall be forwarded to George Zboyovsky, PE, Borough Manager, by e-mail ([gboyovsky@brentwoodboro.com](mailto:gboyovsky@brentwoodboro.com)). Any changes to the RFP will be in writing, documented and forwarded to all participating proposers of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP.

### C. Direct Contact

**Direct contact with any Borough employee without the expressed permission of the Borough Manager or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.**

E. Proposal Submittal Requirements

Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner “**RFP 2014-01 – Banking Services**” no later than **10:00 AM on April 24, 2014**. No proposal will be accepted after 10:00 A.M. and all proposals shall be delivered to the Borough Offices, 3624 Brownsville Road, Pittsburgh, PA 15227. All material submitted will become the property of Brentwood Borough and the only information available at the proposal opening will be the names of firms submitting proposals no facsimile of proposals will be accepted.

F. Debriefing

The Borough requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the Administrative Offices for public review. Request a review time during normal business hours, 8 a.m. to 4 p.m., Monday through Friday.

G. Examination of Data

Before submitting proposals, prospective Consultants shall carefully examine the Proposed Contract Documents, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Bank has so familiarized themselves and, therefore, no concession will be granted by the Borough because of any claim of misunderstanding or lack of information. Banks are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by Banks should be reported promptly to the Borough for correction or interpretation before the date of the opening of the proposal.

### SECTION 3. WORK REQUIREMENTS (SCOPE OF BANKING SERVICES)

**INSTRUCTIONS:** The following work elements and work tasks, along with required documentation presented as part of the work elements, constitute the work and product required to be performed and produced.

#### A. Scope of Banking Services

The Borough of Brentwood, Allegheny County, Pennsylvania, is initiating the Request for Proposals (RFP) process to result in the selection of a financial institution, herein referred to as “Bank”, that can provide the Borough of Brentwood, herein referred to as "Borough", with the highest quality and most flexible services for the lowest cost to the public. The Borough desires that bank balances be continuously and fully invested for the benefit of the Borough. The Borough is requesting that each respondent competitively bid its services by type of service, propose an arrangement whereby daily un-invested cash balances are invested on behalf of the Borough, and propose the most equitable method of establishing applicable investment rates.

The cost associated with the preparation of the proposal rests solely with the candidate. The Borough of Brentwood will not incur any costs associated with the proposals.

**The Borough requests that the Bank answers all questions in this RFP. Please do not leave a question blank. Answer yes or no to "Agree to Provide" questions. Any charges for the following requests not listed in the comments section will be considered included in the base bid. If more room is needed to make additional comments, please make an attachment with reference to each question or section.**

The Borough maintains eight (8) accounts through our current Bank. The information provided below gives a brief description of the eight (8) accounts.

**General Fund:** The account by which substantially all the Borough’s local banking transactions occur. The Borough uses this account for both Accounts Payable and Payroll vouchers and assigns a different check sequence for each. This account is interest bearing.

**Sanitary Sewer Fund:** A special revenue fund, accounts for the revenues and expenditures related to providing sewer service to residents. This account is interest bearing.

**Brentwood Park Fund:** A special revenue fund, accounts for the revenues and expenditures related to Brentwood Park improvements and operations. This account is interest bearing.

**Capital Improvement Fund:** The account by which substantially all of the Borough’s capital transactions occur. It is primarily funded via a transfer from the Borough’s General Fund for expenditures related to Capital Improvements and purchases. This account is interest bearing.

**Highway Aid Fund:** A special revenue fund, accounts for the revenues and expenditures related to the Commonwealth of Pennsylvania’s Liquid Fuel funding limitations. This account is interest bearing.

**Non-Uniform Employee Pension Fund:** Accounts for the activities of the general pension plan, which accumulates resources for pension benefit payments to covered non-police employees.

**Police Pension Fund:** Accounts for the activities of the Police pension plan, which accumulates resources for pension benefit payments to covered police employees.

**Operating Reserve Fund:** The account serves as the Borough’s “Emergency Rainy Day Fund” and is limited to 5% of the Borough’s General Fund in accordance with the Pennsylvania Borough Code. This account is interest bearing.

Banks will be expected to:

1. Cash balances referred to above will be invested in instruments meeting the requirements of associated regulations of the Commonwealth of Pennsylvania acceptable for municipalities, meeting both legal and safekeeping requirements

Agree to Provide: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Fees - Please specify a comprehensive schedule of fees.

Agree to Provide: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Over the Counter Deposits- All checks and cash received directly by the Borough are processed with deposit slips and may be presented daily to the bank branch.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Availability of Funds- Please specify your schedule of the availability of funds for investment purposes (on checks made payable to the Borough).

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Wire Transfers & ACH Payments – The Borough receives and sends ACH and wire payments. Please specify the unit cost, the daily time deadline for debiting and crediting wire transfers and security procedures.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Account Reconciliation Services - Detailed monthly bank statements with all cancelled checks are required by the 8th business day of the following month sorted by check number including date and dollar amount cleared for each bank account. Debit/credit memos, and deposit/transfer tickets to the Borough are also required. A CD with all this information and images of cancelled checks for each bank account is acceptable. Please provide a description of and costs for these services for both a paper and an electronic system.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Direct Deposit of Employee Paychecks – Borough employees are paid on a biweekly schedule and all 30+ employees are paid via direct deposit. Payroll is typically prepared on Monday with a Friday pay date. If a scheduled pay falls on a legal holiday, employees are paid on Thursday. Please prepare an explanation of your financial institution’s capabilities, hardware and timing and delivery requirements and estimated setup and unit costs for providing direct deposit services. Please specify whether the employee would be required to have an account at your bank in order to participate.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Electronic Access to Borough Accounts – Please provide a list of required hardware and software for web based access to Borough bank account information. List the services that can be performed over the internet and the cost of these services. Also provide a description of security controls.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Cash/Investment Management Services - Including, but not limited to overnight repurchase agreements for sweep of general operating account.

Agree to Provide: \_\_\_\_\_ Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Online Banking Services Provided. – Ability to check account activity daily, issue stop payment requests, and to provide direct deposit of paychecks.

Agree to Provide: \_\_\_\_\_ Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Zero Balance Accounts- Ability to maintain a zero balance at all times in both the Payroll and the General account as needed.

Agree to Provide: \_\_\_\_\_ Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Credit Cards – The Borough may begin to accept credit cards for limited types of payments.  
Please provide the cost to setup and maintain a credit card processing system at the Borough.

Agree to Provide: \_\_\_\_\_ Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. The Bank will provide all necessary banking transaction items such as deposit slips, night deposit bags, and coin and currency wrappers as required.

Agree to Provide: \_\_\_\_\_ Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. The available funds or collected balance will be determined by the following maximum clearing schedule:

- Same Day: Cash, wire transfers, ACH items, transfers between accounts and items drawn on Bank.
- Next Day: Items on local institutions and warrants.
- Other items will follow the Federal Reserve Availability Schedule.

Agree to Provide: \_\_\_\_\_ Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. All checks returned for uncollected or insufficient funds must be presented twice before debiting the Borough's account.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. The Borough would like to receive same day notification when an item has been returned due to errors, uncollected or insufficient funds.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Bank-generated debits and credits must be forwarded to the Finance Department of the Borough the next business day. Duplicate copies must be sent on all ACH debits and credits related to Payroll items.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. The Bank should provide a secure, internet-based banking package that allows authorized Borough employees to issue stop payments and check balances of accounts. Requests should be processed the same day. As a backup, the Bank will provide the board with alternate procedures to issue stop payments and will process requests on the same day.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Research items (lost checks, deposits, etc.) will be furnished within 48 hours of the request.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. The Bank should provide a secure, internet-based banking package that can be used to initiate and process account transfers, wire transfer and ACH items including any related payroll tax deposits federal or state from authorized Borough employees. As a backup, the Bank will provide the Borough with alternate procedures to process these requests.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. The Bank's deadline for accepting outgoing wire transfer and ACH items should be no earlier than 12:00 PM. Please state the deadline for both.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. The Bank will be responsible for any loss sustained by the Borough as a result of the Bank's failure to transfer funds as instructed; however, in such a case, liability shall extend only to the resulting direct loss, and not to any consequential special loss or damage.

Agree to Provide: \_\_\_\_\_

Cost/Fee to the Borough: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### SECTION 4. ORGANIZATION AND REQUIRED SUBMITTALS FOR PROPOSAL

In order to provide the Borough with information that will enable us to evaluate qualifications from interested firms, please provide your firm's responses as to the following items in the outlined order provided:

All proposals shall be prepared with a concise description of the firm's capabilities to satisfy the minimum qualifications in Section 3, above, and the information requested in this section. Firms should format their proposals so that their responses correspond to the specific sections to the extent possible without unnecessary repetition.

##### A. Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the work to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- the firm's contact person concerning the proposal, a telephone number and email address where that person can be reached; and,
- a clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the Borough of Brentwood and the nature of this relationship or knowledge.

Note: Failure to clearly state and fully disclose any of the information required in the letter of transmittal shall be grounds for the Borough of Brentwood to reject the firm's proposals and will be grounds for immediate cancellation of any contract entered into between the Borough of Brentwood and the firm without payment of work completed.

##### B. Profile of Bank

This should be a brief statement indicating the Bank's experience in conducting work of the nature sought by this RFP. Advertising brochures on the Bank may be submitted as a part of this profile as long as the brochures specifically address the experience of the firm related to the work to be performed. Additionally, this profile should include:

- the location of the Bank's branch office that will provide the proposed services;
- Working hours this branch is open to conduct business;

- The names and professional backgrounds of the following banking personnel that would be expected to deal regularly with the Borough: the manager of the branch, a cash management representative, a regional vice president or other relationship representative and bank president.
- provide additional information regarding your Bank's capabilities to perform municipal banking services; and
- any other information describing the Bank may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

C. References

The Bank shall provide a list of references of local governments for which banking services of this nature have been provided in the last three years. The name, address, and telephone number of the client's representative shall be included so that he/she can be contacted.

D. Specialty Services

Identify specialty services or strengths of your organization.

E. Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested by the Borough of Brentwood in Section 3 above. This is important because the methods and procedures proposed will receive primary consideration in evaluating your proposal. Examples of similar work will be helpful and may be included.

F. Work Schedule

Provide a brief explanation of your banking institution's role in the process of converting the Borough's various accounts from the Borough's current Bank to your institution.

G. Profession Fees

Provide a list of service costs for all items outlined in Section 3 – Scope of Banking Services.

The fees proposed are considered to be firm prices. The Borough will not be liable for any costs not included in the proposal if not contracted for subsequently.

Please provide your expectation with regard to any and all fees and expenses.

H. Legal Proceedings

Please provide details of any criminal or regulatory investigation or pertinent litigation pending against your firm or members or whether your institution is currently or has been:

- Under management supervision of the Resolution Trust Corporation, Federal Deposit Insurance Corporation, Federal Savings & Loan Insurance Corporation, Federal Home Loan Bank Board, or their similar current or former federal or state Regulatory agencies;
- Acquired by another banking institution (if so, please specify institution acquired by, date of acquisition, and amount of assets acquired.)

I. Community Investment/Involvement

Each Bank must demonstrate give examples of their institution's involvement/participation/support of the communities in which they are located.

J. Other Submittals

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

- Nondiscrimination Certification (For proposing firm)
- Bank Qualifications (For proposing firm)

## SECTION 5. CONSTRAINTS ON THE SUCCESSFUL BANK

### A. Bank's Responsibility

It shall be the Bank's responsibility to perform under this Contract and provide continuous and smooth operations of the work as specified in the proposal.

The Scope of Work is intended to cover the complete services that may be required. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the Bank of his responsibility to perform such work.

### B. Annulment of Contract/Unacceptable Work

Should the Bank fail to fully satisfy the customer, or to comply with orders of the Borough, or if the Bank shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the Borough shall have the right to annul its Contract at the Borough's convenience.

If the Bank fails to comply with any of the terms specified in this Article, the Borough may, by written notice to the Bank, terminate the contract.

### C. Personal Liability of Public Officials

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the Borough or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the Borough.

SECTION 6. COMPLIANCE WITH THE RFP

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

SECTION 7. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to the Borough of Brentwood, George Zboyovsky, PE, Brownsville Road, Pittsburgh, PA 15227, in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

## SECTION 8. IMPLIED REQUIREMENTS

Any service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal.

SECTION 9. PROPOSALS AND PRESENTATION COSTS

The Borough of Brentwood, or its agencies, is not liable in any way for any costs incurred by the Proposer's in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

## SECTION 10. REJECTION OF PROPOSALS

The Borough of Brentwood, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal, request modification to proposals from any or all bidders during the review and negotiation. Unreasonable failure of a Proposer to promptly supply the Borough with information with respect to responsibility may be grounds for a determination of non-responsibility. The Borough may also negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

All Proposals, RFPs, are contingent upon the approval of the Brentwood Borough Council.

## SECTION 11. EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.** Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

SECTION 12. VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the date of the RFP opening and become the property of the Borough. If negotiations result in modifications to the RFP, then ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and the Borough of Brentwood.

## SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated based in part on the professional expertise and experience of the firm, the proposed method and the procedures for completion of the work and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered. Brentwood reserves the right to add additional evaluation criteria as it deems appropriate.

### A. Expertise, Experience, References

The expertise and experience of the Bank will be evaluated using the following factors:

- The overall experience of the Bank in conducting work similar to that which is to be provided to the Borough of Brentwood.
- The expertise and professional level of the individuals proposed to conduct the work for the Borough of Brentwood.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.
- References of other business and/or municipal clients.
- Location of banking institution's branches in relation to the Borough offices.

### B. Procedures and Methods

The methods and procedures proposed to be used to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps and methods for managing the work to ensure timely and orderly completion. Services designed for governmental entities. Evaluation of Bank's technology and other proposed enhancements.

### C. Costs and Flexibility of Proposal

The costs/fees will be weighed in relation to the other proposals received and shall be evaluated relative to the overall level of expertise of the specific firm's personnel proposed to do the work for the Borough of Brentwood, examples of similar successful work, and reputation of the firm. Potential interest rates strata.

### D. Interview

If it is deemed necessary, all, or selected, firms submitting proposals **may** be invited to give an oral presentation explaining their proposal. The project team must be able to attend the interview which will be in front of the Brentwood Borough Manager and/or Brentwood Council or its Finance Committee the week of May 12, 2014.

E. Proposal/Evaluation Schedule

The following is the tentative schedule that will be used in the evaluation process. Certain parts of the process may take more or less time than indicated.

- Advertise RFP April 3, 2014
- Deadline for RFP April 24, 2014 @ 10am
- Interviews/Meetings (If necessary) Week of May 12, 2014
- Recommendation to Council May 16, 2014
- Council Action May 26, 2014
- Award Project/NTP May 27, 2014

#### SECTION 14. PROFESSIONAL SERVICE AGREEMENT

A proposed agreement is included in APPENDIX A for your review. If you believe that this agreement is adequate, it should be completed in all material respects, including execution, and returned with the proposal. If you feel that an alternative agreement is more suitable, you may submit such as a part of your proposal. However, the Borough of Brentwood reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

SECTION 15. ACCEPTANCE OF PROPOSAL

In compliance with this Request for Proposals and to all the Terms and Conditions imposed herein, the Undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

**Name and Address of Financial Institution**

**By:** \_\_\_\_\_  
Signature In Ink

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**END**

**APPENDIX A**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Borough of Brentwood of Allegheny County, Pennsylvania, a municipal corporation, hereinafter referred to as "Borough of Brentwood", and \_\_\_\_\_, an incorporated financial institution, hereinafter referred to as "Bank".

**WHEREAS**, the Borough of Brentwood desires to invest its funds in a Bank that will provide the highest quality and most flexible services for the lowest cost to the public; and,

**WHEREAS**, the Borough of Brentwood desires to enter into a contract for this work as indicated in the Request for Proposals, hereinafter referred to as "RFP", and made a part of this agreement, included herein by specific reference, and attached as "Exhibit 1" to this agreement; and,

**WHEREAS**, the Bank desires to provide services requested in the RFP to the Borough of Brentwood based on the formal proposal submitted in response to the Borough of Brentwood's RFP, said proposal made a part of this agreement, included herein by specific reference and attached as "Exhibit 2" to this agreement; and,

**WHEREAS**, the parties to this agreement have further negotiated changes or additions to "Exhibit 1" and/or "Exhibit 2" and have set forth these changes or additions as Addendum to this agreement as follows:

**AND WHEREAS**, the Bank is equipped and staffed to provide the services set forth in the RFP;

**NOW, THEREFORE**, the parties mutually agree as follows:

## TERMS AND CONDITIONS

### **THE BANK WILL:**

Provide professional banking services as specified in the RFP and accepted by the Bank's proposal and amended by any addendum listed herein and attached hereto.

Invest cash balances in instruments meeting the requirements of associated regulations of the Commonwealth of Pennsylvania acceptable for municipalities, meeting both legal and safekeeping requirements

Guarantee that all unit prices for banking services shall be in effect for a minimum of thirty-six (36 months), except as may be required by the Federal Reserve Bank or by any other applicable federal and state laws or regulations. A complete schedule of unit charges shall be attached hereto as "Exhibit 3."

Process over-the-counter, ACH, and wire transactions.

Provide detailed monthly bank statements with all cancelled checks, debit/credit memos, and deposit/transfer tickets by the eighth (8<sup>th</sup>) business day of the following month.

Perform direct deposit of employee paychecks, including to those employees with accounts in a competing financial institution.

Offer electronic access to and management of Borough accounts, including, but not limited to, stop payment requests, direct deposit requests, and ACH and wire transfers.

Provide cash/investment management services, including, but not limited to overnight repurchase agreements for sweep of general operating account.

Maintain a zero balance at all times in both the payroll and the general account as needed.

Setup and maintain a credit card processing system.

Supply all necessary banking transaction items such as deposit slips, night deposit bags, and coin and currency wrappers as required.

Present all checks returned for uncollected or insufficient funds twice before debiting the Borough's account and receive same day notification of the same.

Forward Bank-generated debits and credits to the Finance Department by the next business day and send duplicate copies of ACH debits and credits related to payroll items.

**THE BOROUGH OF BRENTWOOD WILL:**

Maintain the following eight (8) accounts in the trust of the Bank for a thirty-six month (36) period beginning July 1, 2014: general fund, sanitary sewer fund, Brentwood Park fund, capital improvement fund, highway aid fund, non-uniform pension fund, police pension fund, and operating reserve fund.

Compensate the Bank for any fees incurred based upon the terms of the schedule of unit charges attached hereto as "Exhibit 3."

Make monthly payments to the Bank after receipt of any service for which a fee was set in the schedule of unit charges attached hereto as "Exhibit 3."

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

**WITNESS:**

**BRENTWOOD BOROUGH:**

\_\_\_\_\_  
George Zboyovsky, PE  
Borough Manager

\_\_\_\_\_  
Martin Vickless  
Council President

**WITNESS:**

**FOR THE BANK:**

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

**APPENDIX B**  
**REQUEST FOR PROPOSALS FOR BANKING SERVICES**

**[THIS CERTIFICATION IS REQUIRED]**

**NONDISCRIMINATION**

**Nondiscrimination and equal opportunity are the policy of the Commonwealth/[City, et al] in all its decisions program, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, 43 P.S. dd d 951, *et. seq.*, and (43 P.S. dd d 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.**

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

(a) Contractor shall not discriminated against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.

(b) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

(c) Contractor shall send each labor union or workers' representative with whom it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that contractor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination certification, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further **Borough of Brentwood** contracts, and other sanctions may be imposed and remedies invoked.

(g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the **Borough of Brentwood** Borough Manager, for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the **Borough of Brentwood** Borough Manager.

(h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

(i) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(j) Contractor's obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(NAME OF BANK)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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