

ANNOUNCEMENT

OCTOBER 3, 2019

REQUEST FOR PROPOSALS (RFP)

RFP 2019-02

to provide

BANKING SERVICES for

BRENTWOOD, PENNSYLVANIA

The Borough of Brentwood, Allegheny County, Pennsylvania, herein after referred to as "Borough", 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 with the highest quality and most flexible package of services at the lowest cost to the public. The Borough desires that funds held in the custody of the Bank 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 of 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 organizational structure 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.

Sealed proposals (one original and one electronic copy), must be received by The Borough at 3624 Brownsville Road, Pittsburgh, PA 15227 no later than **October 31, 2019, 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 must be clearly marked as "**RFP 2019-02 - Banking Services**"

Any request for additional information should be made to George Zboyovsky, PE via email at gboyovsky@brentwoodboro.com. Borough responses to requests for information will be disseminated to all Banks that participate in the RFP process.

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



BOROUGH OF BRENTWOOD

REQUEST FOR PROPOSALS (RFP)

RFP 2019-02

BANKING SERVICES

FOR

BOROUGH OF BRENTWOOD

ALLEGHENY COUNTY, PENNSYLVANIA

OCTOBER 3, 2019

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FOR
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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 terms "proposer," "vendor," and "firm" are used interchangeably. The terms "you" or "your" shall also refer to the proposer. The term "owner" shall refer to the Borough of Brentwood.

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.



Most of these homes are older than the County average, since Brentwood was one of the first towns incorporated in Allegheny County. It grew quickly as a first-tier suburb of Pittsburgh when the Liberty Tunnel was built through Mt. Washington, making Brentwood a 10-minute ride to downtown Pittsburgh. Over the decades, Brentwood has maintained its charm as a town with short, walkable blocks through tree-lined streets that lead to a small downtown area and to its parks and pool.

Brentwood is one of those Pittsburgh area communities in which families stay for generations, but it is also a place that attracts and welcomes people who discover it and move here because:

- **The cost of housing is lower.** The price of homes in Brentwood is less than comparable residences in Whitehall and Baldwin Boroughs, the adjacent communities. The median income of Brentwood households is just under \$55,000, so the housing value is an important feature of the community for most individuals and families. Money magazine recently rated Brentwood as the tenth most affordable town in America.
- **The schools are good.** Brentwood children and youth attend the Brentwood School District, and their test scores exceed the state averages for reading and math. The Brentwood Borough School District was ranked 28 out of 105 school districts in Pennsylvania in 2008 by the Pittsburgh Business Times.
- **Its recreation stands out.** In spite of the small size of the town, the Borough organizes many activities for young people and adults, including after school recreation programs at the Brentwood Public Library and swimming lessons and recreation at the Brentwood Pool and Park. Brentwood Park is centrally located within the Borough and covers approximately 30.0 acres.

B. Objective

The purpose of this Request for Proposals (RFP) is to select a Bank to hold in its custody certain municipal funds and to provide other financial services for said funds as needed. The Bank will be required to hold such funds in accordance with state and federal law regarding municipal resources while concurrently investing the funds so as to provide the maximum return to the taxpayers.

C. Length and Terms of Banking Agreement

The Borough will enter into an agreement with the selected firm to provide banking services for a period of three years effective January 1, 2020 through December 31, 2022. At the conclusion of such term, the contract shall be renewable on an annual basis at the mutual agreement of the Borough and the proposer. Each Bank hereby agrees that all unit prices and other conditions related to the banking services described herein shall be in effect for 36 months and that there shall be no exceptions as to such prices or procedures unless mandated by state or federal law. It is anticipated that the Borough will award a contract no later than November 25, 2019. Staff will coordinate with representatives of the proposer to ensure that all funds and associated data can be transferred to the selected provider by January 1, 2020.

SECTION 2. REQUIREMENTS

A. General

The Borough reserves the right to reject any or all proposals. As banking services are considered to be a professional service under the Pennsylvania Borough Code, the Borough reserves the right to select the proposal that it judges to be in the best interest of the Borough and is not bound to automatically selected the highest bidder. The contract is subject to the approval of the Borough of Brentwood Council and is effective only upon formal ratification by the same.

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement. Late and substantially incomplete proposals will not be considered.

The terms of all proposals shall remain effective for a period of 90 days from the proposal submittal deadline. At any time during the 90 day period, the Borough may initiate negotiations with any proposer or may seek additional proposals on a formal or informal basis.

The proposer is encouraged to add to, modify, or clarify any of the scope of work items as it deems appropriate to provide the highest level of service at the most favorable terms to the Borough. All changes should be clearly listed and explained via a narrative justification. However, no change to the scope of work shall result in the provision of less than the minimum services outlined below.

B. Inquiries

It is recommended that all proposers notify the Borough Manager of their intent to respond to the RFP so they can be added to a distribution list in the event a there are any changes or requests for information. Only those proposers who notified the Borough with a valid email address will be placed on the distribution list. As such, all inquiries concerning the RFP shall be solely transmitted to George Zboyovsky, PE, Borough Manager, by e-mail (gzboyovsky@brentwoodboro.com). Any changes to the RFP will be made in writing and forwarded to all participating proposers of the RFP who notified the Borough with a valid email address, as soon as possible via email. 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 on the subject of this proposal without the expressed permission of the Borough Manager or his designated representative is strictly prohibited. Violation of this paragraph may result in disqualification of your proposal.

D. Proposal Submittal Requirements

Proposal packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner “**RFP 2019-02 – Banking Services**” no later than **10:00 AM on October 31, 2019**. No proposal will be accepted after 10:00 A.M. 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. Full copies of the proposal will be disseminated to Borough Council and appropriate staff. Such copies will not be made available for public inspection at the bid opening; the Borough will instead only announce the name of submitted firm and the monetary value listed for each deliverable.

E. Debriefing

The Borough requires that, throughout the course of the RFP process, all vendors shall keep the contents of their proposals confidential. This information can only be disseminated after the opening of bids. Once a contract is formally awarded, the proposal generated by the selected firm will become subject to public review.

G. Examination of Data

Before submitting proposals, prospective firms shall carefully examine the Proposed Contract Documents, acquaint themselves with all governing laws, 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. SCOPE OF SERVICES

A. General Overview

The Borough presently receives banking services from three separate firms. The Borough believes that such diversification is good practice and, consequently, this RFP *does not* constitute a request for comprehensive banking services. Rather, this RFP only encompasses the following accounts:

General Fund Account: The vast majority of the Borough's transactions take place within this account. These funds are utilized to purchase operating supplies, pay utility bills, and satisfy recurring vendor contracts. Revenues from taxes, permits, police department citations, recreational programming fees, and most other services are remotely deposited into this account. This account is interest bearing. In order to ensure proper liquidity, the balance of this account does not ever fall below a \$300,000 threshold; upon the receipt of tax revenues, it is not unusual for the account to have a balance in excess of \$3.5 million during the middle portion of each year.

Payroll Account: Although, on the municipal budget, employee salaries and benefits are ultimately recorded as a General Fund expenditure, pay is actually transmitted from a separate account. The Borough pays its employees on a bi-weekly basis, and a funds are transfer from the General Fund electronically approximately four days before each payday. Nearly all employees receive payment via direct deposit. The Borough exports a text file from its financial software and uploads the same into a direct deposit module on an electronic banking portal. In the time period between paydays, a minimal balance of approximately \$10,000 is kept in the account. This account is *not* interest bearing.

Capital Improvement Fund Account: This enterprise fund is utilized to fund most capital construction projects, including road, building, and park maintenance. The account is generally funded via an annual transfer from the General Fund. Grant revenues and resident sidewalk restoration fees are remotely deposited into this account. This account is interest bearing. The balance of this account will fluctuate significantly from between \$100,000 and \$1.5 million depending on the number of capital projects included in the annual budget and the timing of completion of the same.

Highway Aid Fund Account: This special revenue fund is utilized to track specified roadway expenses and is funded via an annual allocation from the Commonwealth under its Liquid Fuels Tax. This account is interest bearing. This account generally has a balance of between \$100,000 and \$300,000.

Operating Reserve Fund Account: The account serves as a 'rainy day fund.' Deposits and withdrawals are highly limited. This account is interest bearing. The account balance is typically around \$300,000.

Fire Insurance Escrow Fund: The Borough is required by the Department of Insurance to maintain a separate account to deposit any collate that is receives to ensure the abatement of fire damage to a property. This account is *not* interest bearing. The account balance is generally zero.

Asset Forfeiture Account: The Borough is required by the Allegheny County District Attorney to maintain a separate account to track any policing related expenses made using assets that were forfeited following criminal conviction. This account is *not* interest bearing. The account balance is generally zero.

B. Response Requirements

The proposer must answer ALL of the questions listed in Subsection C. Yes or no answers should be provided to the “agree to provide” questions. All anticipated fees shall be specifically enumerated within the “comments” section of the appropriate line item. The fee schedule will be explicitly referenced in the Agreement with the selected firm; the Borough will not incur any other fees unless an Addendum to the Agreement is ratified by Borough Council. Additionally, as the Borough will consider other factors besides cost when selecting a vendor, the proposer should describe technological, customer service, or other factors that differentiate the firm from competitors in the “comments” section.

C. Project Deliverables

1. **General compliance:** Cash balances will be invested in instruments meeting the requirements & regulations of the Commonwealth of Pennsylvania as pertain to municipalities.

Agree to Provide: _____

Comments: _____

2. **Deposits of receipts:** Payments received by check or money order shall be remotely deposited into the appropriate account by utilizing a stationary check scanner and an electronic banking portal. Cash receipts will be deposited over the counter at a local branch. If the proposer does not have a branch within a 3-mile radius of the municipal building, the proposer must describe an alternative method for the deposit of cash payments.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

3. **Availability of funds:** Please specify your schedule of the availability of funds for investment purposes and/or withdrawal on deposits into the Borough’s account. Similarly, specify the clearing time for payments drawn on Borough accounts, including those drawn by out-of-state banks.

Agree to Provide: _____

Comments: _____

4. **Electronic checks/wire transfers:** The Borough provides payment to approximately 40% of its vendors utilizing electronic checks generated via an online banking module. Additionally, a small number of vendors require payment via a wire transfer to a bank account. Please specify the unit cost for these services. Also include the daily deadlines for processing as well as information regarding your security protocols.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

5. **ACH payments:** The Borough provides payment to certain vendors by uploading an ACH file to an online banking module. Employee direct deposit is managed via this mechanism on a biweekly basis. Payroll is typically completed every other Monday, and the ACH records are transmitted to the bank on such day for a Friday disbursement of funds. Employees must *not* be required to have an account with the proposer in order to receive direct deposit of payments. Please specify the unit cost for these services. Also include the daily deadlines for next-day processing as well as information regarding your security protocols. Additionally, include information regarding the formatting of the file that would need to be uploaded to ensure proper ACH processing.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

6. **Bank statements:** Physical copies of monthly bank statements are required by the seventh day following the close of each calendar month. Electronic copies of such statements should be available at all times via an electronic banking module, and such copies should include real time changes to the account balances. Statements must include the check date, check number, and dollar amount of each transaction. Statements should also provide documentation of debit/credit memos, deposit tickets, and transfer tickets. Images of cancelled changes must be available online, and copies must be provided with the physical statement either in paper or CD format.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

7. **Online banking:** Electronic banking information should be accessible over a web-based portal. Except for security purposes, such as in the use of security key fobs to verify user credentials, no specialized hardware or software should be needed to view this data. List the services that can be performed via the web portal and an itemized cost for the same. Also provide a description of security controls.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

8. **Investment management:** Once an account balance reaches an amount specified by the Borough, unencumbered funds should be automatically processed in a sweep account to ensure a maximum return of interest. The proposer should describe below any other options for the short-term investment of funds in accordance with applicable law. Also, please indicate if you offer a statement credit against certain fees described in this proposal should a specific account or the aggregate of all accounts be sustained at a certain balance.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

9. **Reserve requirements:** The Borough requires the ability to maintain certain accounts with a zero balance as needed.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

10. **Procurement cards:** The Borough issues procurement cards to certain employees to facilitate online purchases or purchases from vendors with which the Borough does not have a credit account. Through the electronic banking portal, the Borough should have the ability to set credit limits and, if necessary, suspend card privileges. As part of the monthly bank statement, the Borough should receive an itemized list of charges for each card. This portion of the statement should list the date, vendor, and transaction amount, and it should also be available in an electronic format.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

11. **Banking supplies:** Proposer-provided deposit slips will be necessary for general cash deposits. Additionally, as parking meter revenues are generally composed of large quantities of coins, bank bags, coin wrappers, and other supplies for managing such receipts will be needed. Note that the Borough will *not* require physical checks for any of its accounts, as such checks are printed internally through its accounting software.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

12. **Returned checks:** All checks returned for uncollected or insufficient funds must be presented twice before debiting the Borough's account. Also provide verification as to whether your firm can provide same day notification when an item is returned. A copy of the returned check should also be provided at such time.

Agree to Provide: _____

Cost to the Borough: _____

Comments: _____

13. **Interfund transfers:** The proposer’s online banking portal should support electronic transfers both between funds within the proposer’s custody and between funds at separate financial institutions. Please list the clearing time for such transfers.

Agree to Provide:_____ Cost to the Borough:_____

Comments:_____

14. **Other online services:** The Borough requires the ability to stop payment on a check, request a certified check, or request duplicate copies of documents via the online banking module.

Agree to Provide:_____ Cost to the Borough:_____

Comments:_____

15. **Research requests:** Requests to research lost checks, missing deposits, or similar items should be fulfilled within 48 hours. The Borough requires a single point of contact through which such requests would be initiated.

Agree to Provide:_____

Comments:_____

16. **Borrowing services:** Describe the type of support you would provide for municipal financing. Additionally, list the anticipated fees that would be incurred should the Borough require a short-term borrowing instrument, such as a tax anticipation note.

Agree to Provide:_____ Cost to the Borough:_____

Comments:_____

17. **Liability:** The selected 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: _____

Comments: _____

18. **Fee & interest schedule:** On a separate spreadsheet, provide a comprehensive list of fees for all services provided above. Similarly, using the estimated account values listed above, provide a spreadsheet that outlines the anticipated interest rate for each interest-bearing account. Clearly describe whether the interest rates are fixed or variable, and, if variable, the criteria by which such rates fluctuate. Also separately list the interest rate that would be received should funds be moved into a sweep account.

Agree to Provide: _____

Comments: _____

SECTION 4. PROPOSAL ORGANIZATION

All proposals shall be organized in accordance with the following format:

A. Title Page

The title page should include the name and address of the proposer. It should also include the name of the firm's employee that is responsible for generating this proposal, as well as a phone number and email address for the same.

B. 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;
- Acknowledgement that the firm is licensed to conduct business in the Commonwealth of Pennsylvania;
- A clear statement of the relationship of the firm or any principals of the same with any officials or employees of the Borough 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 to reject the firm's proposals and will be grounds for immediate cancellation of any contract entered without payment for work completed.

C. Profile of Firm

This section should consist of a brief statement that highlights the bank's experience in conducting work of the nature listed in this RFP. Advertising brochures may be submitted as a part of this profile provided that such brochures specifically address the experience of the firm in provided the services described herein. Additionally, this profile should include the following:

- The location of the branch office that will provide the proposed services;
- Working hours that 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, including the manager of the branch, a cash management representative, a governmental affairs representative;
- A description of your firm's capability to provide municipal banking services.

D. References

The Bank shall provide a list of references of no fewer than three local governmental clients. The listed clients shall have a banking relationship of at least three years of the proposer. Include the name of the municipality or authority, the name of a municipal contact, the address and phone number of the municipal contact, and the approximate number of years in which the proposer has provided banking services to the reference.

E. Specialty Services

Identify any specialty services that you provide to municipal clients. Also list any strengths of your organization as they relate to serving local governmental entities.

F. Explanation of Work to Be Performed

Include a detail description of the procedures and method you propose to use to complete the scope of work described in Section above. Provide examples of how you previously executed similar work as may be relevant.

G. Work Schedule

Provide a schedule for the transfer of the Borough's funds and financial data to your firm.

H. Legal Proceedings

Provide details of any criminal/regulatory investigation or pertinent litigation pending against your firm or members of the same. Specifically identify whether your firm is 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 a comparable agency.

I. Relationships with Other Firms

Indicate whether your firm is the parent or subsidiary of any companies and briefly describe the business relationship with the same.

J. Assets

Briefly list assets & liabilities. Enumerate any assets or liabilities that were incurred due to the acquisition of another firm within the last five years.

K. Community Investment Profile

Demonstrate how your firm would help to strengthen our community through investment, support to local organizations, and other similar aspects. Provide examples from comparable municipalities.

L. Project Deliverables

Include answers to all questions described in Section 3 above.

M. Nondiscrimination Certification

This form, which is included in Exhibit A, shall be signed and executed prior to submittal of the RFP.

N. Professional Services Agreement

This form, which is included in Exhibit B, shall be signed and executed prior to submittal of the RFP.

O. Acknowledge of Terms of Proposal

This form, which is included in Exhibit C, shall be signed and executed prior to submittal of the RFP.

SECTION 5. CONSTRAINTS ON THE SUCCESSFUL FIRM

A. Responsibility of the Proposer

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

The scope of 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 its responsibility to perform such work.

B. Annulment of Contract/Unacceptable Work

Should the Bank fail to fully satisfy 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 employees or agents, it being understood that in such matters such employees or agents act as representatives 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

Any ambiguity, conflict, discrepancy, omissions or other errors discovered in the RFP must be reported immediately to the Borough of Brentwood c/o George Zboyovsky, PE, Borough Manager, in writing, and a request shall be made for modifications or clarification. All changes to RFPs will be made in writing 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 the right to request clarification for the same 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. PROPOSAL AND PRESENTATION COSTS

The Borough shall not be liable for any costs incurred by the proposer 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 reserves the right to accept in part or in whole any or all proposals submitted, to waive any technicality or minor irregularity in a proposal, or request modification to proposals from any or all bidders during the review and negotiation phases. 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.

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 format must be listed on an item-by-item basis and cross-referenced with the RFP document.

SECTION 12. VALIDITY OF PROPOSALS

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

SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated based in part on the professional expertise and experience of the firm, the level of customer support that can be provided by the firm, and the total cost of services. 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, but such criteria shall, at minimum, include the following.

A. Expertise & Experience

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.
- The level of professional expertise demonstrated by the specific individuals proposed to provide services to the Borough.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.
- References of other municipal clients.
- Location of banking institution's branches in relation to the Borough offices.

B. Procedures and Methods

The methods and procedures proposed for completion of the scope of work will be evaluated using the following factors:

- Fiscal soundness of the firm's approach for managing municipal funds.
- Quality of customer service functions.
- Quality of online banking and other information technology products.
- Strength of security protocols.

C. Costs and Flexibility

Fees will be weighed in relation to the other proposals received. The firm shall also be evaluated relative to the overall level of expertise of the specific firm's specific personnel assigned to the Borough, examples of similar successful work, and the reputation of the firm.

D. Interview

If it is deemed necessary, all firms, or a selected group of firms submitting proposals **may** be invited to give an oral presentation to their proposal if requested by Borough Council. It is projected that such interviews would take place prior to the November 12, 2019 Budget Workshop. If requested to appear, **all** members of the project team must be available to participate in the interview.

E. Proposal/Evaluation Schedule

It is anticipated that the RFP process will adhere to the following schedule:

- Advertise RFP October 03, 2019
- Deadline for RFP October 31, 2019 @ 10am
- Interviews (if necessary) November 12, 2019
- Staff recommendation to Council November 18, 2019
- Council action November 25, 2019
- Notice to proceed November 26, 2019
- Transition to new vendor November 27 – December 31, 2019
- Begin receipt of services January 1, 2020

SECTION 14. PROFESSIONAL SERVICE AGREEMENT

A proposed agreement is included in Appendix B. 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. All amendments to the agreement are subject to the approval of Borough Council and the Borough Solicitor.

END

RFP 2019-02: BANKING SERVICES

EXHIBIT A

NONDISCRIMINATION CERTIFICATION

Nondiscrimination and equal opportunity are the policy of the Borough of Brentwood 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 _____

RFP 2019-02: BANKING SERVICES
EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this _____ day of _____, 2019, by and between the Borough of Brentwood of Allegheny County, Pennsylvania, a municipal corporation, hereinafter referred to as "Borough", and _____, an incorporated financial institution, hereinafter referred to as "Bank".

WHEREAS, the Borough 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 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 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:

1. 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.
2. 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
3. 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."
4. Process over the counter, remote deposit, ACH, and wire transactions.
5. Provide detailed monthly bank statements with all cancelled checks, debit/credit memos, and deposit/transfer tickets by the seventh (7th) day of the following month.
6. Perform direct deposit of employee paychecks, including to those employees with accounts in a competing financial institution.
7. Offer electronic access to and management of Borough accounts, including, but not limited to, electronic check services, stop payment requests, ACH file transfers, and interfund transfers.
8. Provide investment management services, including, but not limited to overnight repurchase agreements for sweep of general operating account.
9. Support procurement cards and the electronic maintenance of the same by Borough staff.
10. Supply all necessary banking transaction items, deposit slips, deposit bags, and coin and currency wrappers as required.

THE BOROUGH WILL:

1. Maintain the General Fund Account, Payroll Account, Capital Improvement Fund Account, Highway Aid Fund Account, Operating Reserve Fund Account, Fire Insurance Escrow Account, and Asset Forfeiture Fund Account in the trust of the Bank for a thirty-six-month (36) period beginning January 1, 2020.
2. Compensate the Bank for any fees incurred based upon the terms of the schedule of unit charges attached hereto as "Exhibit 3."
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

Harold Smith
Council President

WITNESS:

FOR THE BANK:

TITLE: _____

RFP 2019-02: BANKING SERVICES

EXHIBIT C

ACKNOWLEDGEMENT OF TERMS OF PROPOSAL

In compliance with Request for Proposals 2019-02 and to all the Terms and Conditions imposed herein, the undersigned representatives of the Bank offer and agree to furnish the services described therein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name of Proposing Bank: _____

Bank Representative Name: _____

Bank Representative Title: _____

Bank Representative Phone Number: _____

Date of Submittal: _____

Signature: _____

RFP 2019-02: BANKING SERVICES

EXHIBIT D

PROPOSAL CHECKLIST

The following is a checklist to assist the proposer with verifying that all required information is provided with the final submittal. It remains the proposer's responsibility to ensure that all information is completed and provided to the Borough. Any information missing at the time of the proposal opening may result in rejection of the proposal.

- RFP package labeled properly for identification.
- Title Page
- Letter of Transmittal
- Profile of the Firm
- References
- Specialty Services
- Explanation of Work to be Performed
- Work Schedule
- Legal Proceedings
- Relationships with Other Firms
- Assets
- Community Investment Profile
- Project Deliverables (Refer to Section 3)
- Nondiscrimination Certification (Refer to Exhibit A)
- Professional Services Agreement (Refer to Exhibit B)
- Acknowledgement of Terms of Proposal (Refer to Exhibit C)
- One paper and one electronic copy submitted in the RFP package