



2241 LANGHORNE ROAD * LYNCHBURG, VA 24501 * (434) 847-8050 * FAX (434) 455-3431

RFP #998

Banking Services

I. Objective

Full-service financial institutions are invited to submit proposals for providing banking services for Central Virginia Community Services Board, a political subdivision of the Commonwealth of Virginia.

II. Timeline

A. Proposal Issuance Date

June 15, 2012

B. Question Deadline & Contact Information

Questions concerning this RFP should be directed, in writing by mail (jay.goding@cvcbs.org) or fax (434-455-3431) to **Jay Goding (voice 434-847-8050 x1269)** in the Purchasing Office no later than 10 business days prior to the closing date of the proposals. Any revisions to the solicitation will be made only by written addendum issued by the Purchasing Office

C. Proposal Deadline

Monday, July 16, 2012, no later than 3 PM. Any proposal received after that time will not be considered.

D. Period of Contract

5 Year initial contract period, with additional renewal of 5 years contingent upon satisfactory contract performance and mutual agreement.

III. Background

Central Virginia Community Service Board has 23 facilities in Lynchburg and the surrounding areas to provide services for Mental Health, Intellectual Disabilities, Substance Abuse and Prevention. The Administration Office is located on Langhorne Road in Lynchburg and is home to the Chief Executive Officer, as well as Finance, Human Resources, and IT Departments, so the majority of financial transactions are conducted by this office.

On average, per year, Central Virginia Community Services issues 5,000 general account checks; 10,000 payroll disbursements (as direct deposit transfers); and 4,500 multiple item deposits. Multiple electronic transfers are received from various sources monthly. Cash flow through the general account exceeds \$40 million annually, with an average daily balance of approximately \$6-7 million.

IV. Statement of Need

All effort necessary for the financial institution to perform a wide range of banking services for the Central Virginia Community Services Board (herein after called CVCS), in accordance with all applicable statutes and legal requirements (see section VI. Reference Documents), as outlined herein:

A. Accounts

CVCS will require one primary general checking account with overnight deposit for earning capacity, a zero balance payroll account, and approximately 40 demand deposit accounts for the benefit of the clients that CVCS serves.

B. Access

A dedicated contact must be assigned to CVCS to assist with any issues related to our accounts. Financial institution must have internet banking capabilities that, at minimum, include online bill payment, electronic statements, transaction searches, and electronic transfers. Though business is primarily conducted through CVCS Administration, other CVCS facilities must have convenient access to local branches in order to make deposits, so proposals shall identify branch locations within the proximity of

our group homes and counseling centers in the cities of Lynchburg and Bedford, as well as the counties of Amherst, Appomattox, Bedford, and Campbell. The addresses of these facilities are as follows:

Administration

2241 Langhorne Rd, Lynchburg, VA 24501

Administration - Reimbursement

620 Court Street Lynchburg, VA 24504

Altavista Group Home (AVGH)

101 Avoca Lane Altavista, VA 24517

Amherst County Counseling (ACC)

114 Lexington Turnpike, Suite 200, Amherst, VA 24521

Amherst Group Homes (AGH)

108 Whipporwill Circle Madison Heights, Virginia 24572

115 Robindale Circle, Madison Heights, Virginia 24572

Appomattox County Counseling (APCC)

226 Clover Lane, Appomattox, VA 24522

Campbell County Counseling (CCC)

37 Village Hwy. Rustburg, VA 24588

Bedford County Counseling (BCC)

1700 Whitfield Drive Bedford, VA 24523

Child & Family Lynchburg

2215 Langhorne Rd, Lynchburg, VA 24501

Child & Family - Bedford

1029 Turnpike Rd., Suite I, Bedford, VA 24523

Child & Family - Campbell

37 Village Hwy. Rustburg, VA 24588

Child & Family - Day Treatment (OFR)

3410 Old Forest Road

Lynchburg, VA 24501

Compliance Department

620 Court St Lynchburg, VA 24504

Child & Family - Kindred Homes

2235 Landover Place (Lower Level) Lynchburg, VA 24501

Courtland Center

620 Court St, Lynchburg, VA 24504

Forest Hill Group Home (FHGH)

3018 Forest Hills Circle, Lynchburg, VA 24501

Haley Center (HC)

456 Rivermont Ave., Lynchburg, VA 24503

Hudson House (HH)

2420 Woodrow St., Lynchburg, VA 24501

Timothy & Bethany Homes (ICF Homes)

3009 & 3011 Roundelay Dr., Lynchburg, VA 24502

Landover Center

2235 Landover Place, Lynchburg, VA 24501

Longwood Group Home (LGH)

1615 Longwood Ave., Bedford, VA 24523

Elkridge Assisted Living (ALF)

109 Elkridge Drive Forest, VA 24451

Powell-Pearson Homes (ICF Homes)

722A & 722B Old Graves Mill Road, Lynchburg, VA 24502

C. Technological Capabilities

CVCS is moving toward electronic payment, particularly in tying electronic transactions with accounting software. Proposals should identify how the financial institution will support these goals.

CVCS currently has a small purchase card program in place. Please explain your institution's small purchase card program, as well as detail any benefit to CVCS in having the card program and banking with the same institution.

D. Lending

CVCS requires a preapproved revolving credit line of \$1 million.

E. Security

Proposals should contain an explanation of overdraft protection that would be extended to CVCS.

Proposals should also outline the protective measures the institution has in place to prevent unauthorized access to accounts.

Deposits must be guaranteed by collateralization for all amounts above depositors' insurance coverage in accordance with rules for public entities in the Commonwealth of Virginia.

F. Investments

Proposal should contain investment service options provided by your institution. These services must be within guideline of the Code of Virginia 2.2-4500 through 2.2 4502.

V. Reference Documents

Financial Institution must be familiar with and act in accordance with generally accepted accounting standards.

The vendor must be a State or nationally chartered bank, with a presence in the Commonwealth of Virginia, and be in compliance with all federal and/or Virginia State laws governing all services to be awarded.

The vendor must be a member of an automated clearing house association and be in compliance with all rules and regulations set forth by the National Automated Clearing House Association (NACHA), local ACH association(s) and ACH operators.

The vendor must be a member of the Federal Reserve direct wire system.

It is agreed and understood that any contract placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Virginia.

Financial Institution is responsible for compliance with any applicable legal requirements that may have been omitted from this list, as well as changes in legal requirements that may arise during the performance of the contract.

The requirements, terms and conditions of this Request for Proposal (RFP) will supersede any and all conflicting terms and conditions, including bank agreements, submitted by the bank/contractor. CVCS will not modify its terms and conditions or execute separate custodial bank agreements.

VI. Proposal Preparation and Submission Requirements

A. General Instructions

1. Proposals should be not be extensive but should convey enough information for the Agency to evaluate the ability of your firm to provide the requested services. Proposals must contain the following, in this order:
 1. Letter of transmittal
 2. Table of contents
 3. Brief description of the firm(s)
 - history
 - principals
 - qualifications to undertake this project
 4. List of personnel who would be assigned to the project in terms of:
 - related experience
 - project team role and time commitment of each member
 5. Brief description of not more than 3 similar projects.
 6. Briefly describe your firm's general approach to providing like services (use exhibit if appropriate).

Proposals should not be accompanied by voluminous plans or reports as examples of the proposer's previous work.

2. Proposals are to be returned to the Purchasing Office, Central Va. Community Services, 2241 Langhorne Rd, Lynchburg, Virginia 24501.
3. The original Request for Proposal must be returned with your proposal.

B. Specific Instructions

1. In order to be considered for selection, offerors shall submit a complete response to this RFP. One (1) original and *four (4)* copies of each proposal are to be submitted.
2. All proposals shall be returned in a sealed envelope marked **RFP #998(Banking Services)**. Proposals shall be signed by an authorized representative of the offeror. Courier and regular mail packages shall be clearly marked as to the contents.
3. Vendors that will be performing services at a CVCS site must be able to present Certificates of Insurance stating a minimum of 1 million dollar General Liability and Workers Compensation in the statutory amount. Such certificates will only be required of the successful firm.

VII. Contract Award and Development

- A. The Competitive negotiation method of selection will be used to determine the most qualified offeror among those submitting proposals. Proposals will be evaluated in accordance with the "proposal evaluation criteria" in the RFP.
- B. The content of the RFP and the successful offeror's proposal will become an integral part of the contract, but may be modified by provisions of the contract. Offerors must be amenable to inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection/negotiation process. The information received will be considered contractual in nature and will be used in validation and evaluation of proposals and in subsequent contractual action.

VIII. Proposal Evaluation Criteria & Selection Process

Proposals will be reviewed in accordance with the following evaluation criteria:

1. Compatibility and Availability of Services
2. Costs/Fees
3. Proximity to Multiple Locations within Area of Interest
4. Ease of Use

The selection process will be in accordance with the Virginia Public Procurement Act, which stipulates that Request for Proposals be processed as follows:

CVCS shall choose two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Informal interviews

may be held to allow firms to elaborate on their qualifications and performance data or staff expertise pertinent to the audit. Estimates of man-hours or cost for services discussed during those interviews will be non-binding.

At the conclusion of the discussions, on the basis of the selection criteria listed in this Request for Proposals and all information developed in the selection process to this point, the CVCS shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to CVCS can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should CVCS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

IX. General Terms and Conditions

- A. Offerors who submit a bid in response to this RFP may be required to give an oral presentation of their bid to the agency. This will provide an opportunity for the offeror to clarify or elaborate on the bid. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, proposals should be complete.
- B. No member of the governing body, officer, or employee of Central Virginia Community Services during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- C. The agency reserves the right to accept any bid or to reject any or all proposals.
- D. Central Virginia Community Services may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the agency all such information and data for this purpose as may be requested. The agency reserves the right to inspect offeror's physical plant prior to award to satisfy questions regarding the offeror's capabilities. The agency further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy the agency that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. All proposals submitted under the RFP will become the property of the Central Virginia Community Services Board and will not be returned. In accordance with the Virginia Public Procurement Act: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- F. The Central Virginia Community Services Board will not be responsible for any expenses incurred by a potential offeror in preparing and submitting a bid.
- G. Proposals received after the date and time stated will not be considered. It is the responsibility of the offeror to see that his bid is received in the Purchasing Office by the specified time and date. Date of postmark is not considered. Telephone, telegraph and facsimile proposals are not acceptable.
- H. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. By submitting a Bid, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- J. Payment shall be made upon 30 days receipt of accurate and complete monthly statements.
- K. By signature on this solicitation, bidder certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. By written notice to the Contractor, Community Services may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- M. The Contractor shall adhere to the rules and regulations proclaimed by the Purchasing Agency regarding the confidentiality of client related information during and after the term of the contract.
- N. If the Contract involves patient care, the contractor will adhere to the standards set by the Purchasing Agency regarding quality assurance and participate with the Purchasing Agency in the systematic and ongoing monitoring and evaluation of patient care.
- O. Failure to submit a Bid on the form provided for that purpose shall be a cause for rejection of the Bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Bid; however, CVCS reserves the right to decide, on a case-by-case basis, at its sole discretion, whether or not to reject such a Bid as nonresponsive.
- P. CVCS reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- Q. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- R. In case of failure to deliver services in accordance with the contract terms and conditions, CVCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- S. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Chief Executive Officer of CVCS.
- T. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. The agency reserves the right to cancel any subsequent contract at any time the agency, at its sole discretion, deems it to be in the agency's best interest to do so by giving the contractor 30 days written notice. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- V. By submitting their proposal, all bidders and offerors certify to the Central Virginia Community Services Board, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 11-51 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.
 - 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

X. CVCS reserves the right to award a contract to a bidder based on "best value" (as defined in the Virginia Public Procurement Act, July 2005), which means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the needs of CVCS.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON IN WRITING BY SUBSEQUENT NEGOTIATION.

Company Name and Address:

Date: _____

Name: _____

Signature in Ink

_____ ZIP _____

Title: _____

Telephone: _____

Print Name: _____

Fax: _____