



REQUEST FOR PROPOSAL
FOR
CASH MANAGEMENT SERVICES

The Rappahannock, Shenandoah and Warren Regional Jail, also known as RSW Regional Jail, is soliciting sealed proposals from qualified financial institutions to provide comprehensive cash management services. It is the intent of RSW Regional Jail to enter into a five-year contract for these services. The RSW Regional Jail has determined to issue a Request for Proposals for these services, rather than an Invitation to Bid, because it is both impractical and not fiscally advantageous to the Jail to issue an Invitation to Bid and use competitive sealed bidding, due to the fact that this is a services contract and the quality of the performance is more important than accepting the low bid, and it is difficult to write specifications.

Sealed proposals will be received by the Chief Financial and Personnel Manager at 404 Fairground Rd., Front Royal, Virginia 22630 until 2:00 P.M., local prevailing time, Friday, February 14, 2014, at which time and place the proposals will be opened and the names of the offerors will be read aloud. All proposals received after that date and time will not be accepted. Fax or email responses will not be accepted.

Proposals are to be mailed to RSW Regional Jail, ATTN: Michelle Draper, Chief Financial and Personnel Manager, P.O. Box 1319, Front Royal, Virginia 22630. Proposals may also be hand delivered until the scheduled date and time shown above to RSW Regional Jail, 404 Fairground Rd., Front Royal, Virginia. The outermost envelope for which a proposal is contained therein must be clearly marked "*CASH MANAGEMENT SERVICES*".

RSW Regional Jail is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the offeror to ensure that its proposal reaches the RSW Regional Jail by the designated date and hour.

**SCOPE OF SERVICES
FOR
CASH MANAGEMENT SERVICES**

1.0 INTRODUCTION

RSW Regional Jail intends to select one or more institutions using the competitive negotiations process to deliver the services requested in this RFP. The institution must meet all of the requirements of the Commonwealth of Virginia relative to public depositories and agree to continue to comply with these requirements for the term of the contract. The institution must also maintain a branch location within Warren County's corporate limits and continue to maintain the office for the time of the contract.

Questions regarding the RFP and RSW Regional Jail's requirements should be directed to Mrs. Michelle Draper, Chief Financial and Personnel Manager, 571-233-0151, in writing to P.O. Box 1319, Front Royal, VA 22630, by fax at 540-622-2846, or email michelle.draper@rswregionaljail.com. All questions should be made prior to February 10, 2014.

2.0 SCOPE OF SERVICES.

Banking Services:

- Demand deposit account(s) as deemed necessary to meet the requirements of The RSW Regional Jail. Maintain accurate records of activity in the accounts. The RSW Regional Jail estimates the 300 payroll checks or direct deposits and 300 voucher checks will be disbursed monthly.
- Automated balance reporting for all account(s) including closing ledger, closing collected, opening ledger, opening collected, float, etc...
- Access to information on cleared check and stop payment orders
- Direct deposit file from The RSW Regional Jail's payroll system to other banks
- Disbursement of funds by wire transfer upon authorized request, and transfer of funds between RSW Regional Jail accounts
- Accept and send ACH transactions and provide detailed notice of ACH deposits within 24 hours
- Accept deposit of approximately 200 checks per month

- Collateralize all deposits per the collateral requirements of the Commonwealth of Virginia
- Provide overnight investment services for all excess cash balances. All investments must also meet the requirements of the Commonwealth of Virginia
- Provide monthly activity statements and reports as of the last day of the month, reports and statements to be provided by the tenth day of the following month
- Secure RSW Regional Jail deposits consistent with the Code of Virginia

Custodial/Trust Services

- Maintain one or more custody accounts for cash and securities owned by The RSW Regional Jail
- All securities and cash held by the custodian shall be segregated from assets of others and shall remain property of The RSW Regional Jail. Custodian shall have only the bare custody thereof
- Calculate market value of all collateral securities pledged to RSW Regional Jail accounts and report this information to The RSW Regional Jail each month
- Provide monthly activity reports as of the end of each month by the tenth day of the following month

3.0 PROPOSAL FORMAT

Proposals must be prepared substantially as stated in the RFP. Failure to comply with the provisions of the RFP may result in disqualification. Proposals shall be as thorough as necessary to establish the firm's ability to maintain a high level of service and provide the scope of services to the RSW Regional Jail.

Five copies of signed proposals shall be submitted in a sealed envelope or box to the advertised location. The envelope or box shall be identified on the face with the following information:

- Name and address of the Firm
- Project Name: "CASH MANAGEMENT SERVICES"
- Date and time proposal is due
- Mailing address for delivery to RSW Regional Jail

All proposals shall address the following information:

- Cover letter from an authorized individual who can commit to the terms and conditions of the proposal

- A description of the firm, its background, and present location of business. The description shall include a list of corporate officers, names of partner if partnership, or members if a limited liability company.
- A statement of qualifications to demonstrate capability of performing and completing the requested services.
- A list of five references for which the firm has performed substantially similar services within the past two years.
- Any variations to the requirements of this proposal must be separately and clearly identified in the proposal.
- The single point of contact through the proposal acceptance. RSW Regional Jail shall communicate solely through this contact regarding all issues of acceptance. A correct email address, postal address, phone number, and fax number shall be provided for the point of contact.

Proposals should address the following:

- Describe the institution and the offices or branches that will service the account(s)
- Describe the experience the financial institution has in providing similar banking and custodial services for local government clients
- Provide biographical information on the bank officers that will be directly involved with management of the account
- Describe the institution's ability to provide the following services and any others that would be appropriate for a local Government account:
 - Demand deposit accounts
 - Automated balance reporting, including on-line access
 - Check reconciliation
 - Stop payments
 - Wire transfers, repetitive and non-repetitive
 - ACH transactions
 - Controlled disbursements
 - Sweep accounts, or other investment options
 - Zero balance accounts
 - Collateralized departments
 - Direct deposit of payroll checks
 - Lockbox payments
 - Credit and debit card transactions other electronic forms of payment

- Describe the method and formula for interest calculations
- Provide return history for overnight repo's or sweep investments from January 1, 2013 to December 31, 2013
- What is the ledger cut-off time for deposits?
- Provide information on availability schedule for deposits made into RSW Regional Jail accounts
- Provide a list of bank holidays and closing policy for Front Royal, VA branches
- Describe bank's procedures to insure compliance with collateralization and other requirements of the Commonwealth of Virginia
- Describe any recommended investments available to The RSW Regional Jail on a sweep arrangement or equivalent system
- When does the institution credit interest and dividends?
- Describe a conversion plan, if necessary, to transfer The RSW Regional Jail's cash management services to your institution, including time estimates from the date of award
- Describe the frequency and formats of reports that will be provided to The RSW Regional Jail including samples if desired. What are the bank's policies regarding customized reports?
- Provide pricing information for all services proposed on a per item basis and in terms of compensating balances. State the time period for which these rates are guaranteed.
- Provide five (5) references for customers with similar services, preferably local governments
- Provide a description of any other services or information that would be beneficial in the evaluation of the proposal

4.0 PROPOSAL SUBMISSION

Proposals shall be submitted by 2:00 P.M., Friday, February 14, 2014 to:

Michelle Draper
 Chief Financial and Personnel Manager
 404 Fairground Road, Front Royal, Virginia,
 P.O. Box 1319
 Front Royal, VA 22630

Submittal of a proposal indicates acceptance by the proposer of the conditions contained in this request. The RSW Regional Jail reserves the right to reject any or all responses. The RSW Regional Jail reserves the right to wave informalities and negotiate with any proposer. The RSW Regional Jail reserves the right to amend the specifications of this Request for Proposals and request new and/or updated proposals at any time prior to award of contract. The RSW Regional Jail reserves the right to award the contract as deemed in its judgment to be in the best interest of The RSW Regional Jail.

Proposal shall be valid for ninety (90) days following the opening date. No proposal may be withdrawn or changed during this period.

5.0 EVALUATION PROCESS AND AWARD CRITERIA

Following the receipt of proposals, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation criteria stated herein. Negotiations shall then be conducted with the offeror of so selected, and RSW Regional Jail shall select the offeror, which in its opinion, has made the best offer. Should RSW Regional Jail determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Proposals shall be as thorough and detailed as possible so that The RSW Regional Jail may properly evaluate the capabilities of respective firms to provide the required services. The RSW Regional Jail intends to award its cash management services contract to the responsible offeror whose proposal best meets the needs of The RSW Regional Jail after consideration of price and level of service. Selection shall be based upon the following criteria:

1. Scope of services offered, including degree of automation and demonstrated ability to continue services
2. Financial strength of proposing institution
3. Proposed fees and compensation and other costs of services
4. Experience, resources, and qualifications of the institution and the individuals to be assigned to the account
5. Demonstrated understanding of the needs and requirements of a Local Government
6. Bank location and availability for consultation and/or personal service, and quality and scope of conversion plan if necessary

7. Value of new products and/or services included in proposal requirements.

6.0 FOREIGN CORPORATIONS

Proposals of corporations not incorporated in the Commonwealth of Virginia must be accompanied by proper certifications that such corporation is authorized to do business in The Commonwealth of Virginia. Failure to include such documentation shall result in the proposal being deemed non-responsive and rejected.

7.0 COMPETENCY OF FIRM

The RSW Regional Jail shall make such investigations, as it deems necessary, to determine the ability of the proposer to perform the services required by the Scope of Services. Upon request, the proposer shall furnish evidence satisfactory to The RSW Regional Jail that it has the necessary facilities, ability, and financial resources to fulfill the project's Scope of Services.

8.0 PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals submitted shall be subject to public inspection in accordance with Section 2.2-4342 and Section 2.2-3704 & 3705 of the Code of Virginia.

9.0 ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

10.0 Offeror understands and agrees that the relationship of service provider to The RSW Regional Jail arising out of this Contract shall be that of independent contractor. It is understood that the Offeror, or its staff and employees, are not employees of The RSW Regional Jail and are, therefore, not entitled to any benefits provided employees of The RSW Regional Jail. Offeror shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

11.0 Non-Discrimination: During the performance of this contract, the Offeror agrees as follows:

a. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The

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

b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that the Offeror is an equal opportunity employer.

The RSW Regional Jail does not discriminate against faith-based organizations.

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.

d. The Offeror agrees to provide a drug-free workplace for the Contractor's employees; to 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; and state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

For the purpose of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a Contractor in accordance with this procurement transaction.

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

12.0 Compliance with Federal Immigration Law: The Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

13.0 Compliance with State Law: The Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

14.0 Termination for Cause: This Contract may be terminated by The RSW Regional Jail upon fifteen (15) days written notice to the Offeror to the address first named above in the event of substantial failure or default of the Offeror to perform in accordance with the terms hereof through no fault of The RSW Regional Jail.

15.0 Termination for Convenience: The obligation to provide further services under this Contract may be terminated by The RSW Regional Jail for its convenience and not for cause upon fifteen (15) days written notice. Offeror shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Offeror is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

16.0 Notice: Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

17.0 Non-Assignability: Offeror understands that this Contract is a contract with the personal services of Offeror and that it is made by The RSW Regional Jail in reliance on Offeror's personal skills and knowledge in the activity to be conducted and as represented by Offeror. Accordingly, this Contract is non-assignable by Offeror without the express written advance permission of The RSW Regional Jail.

18.0 Indemnification: The Offeror agrees to defend, indemnify and hold harmless The RSW Regional Jail for any and all actions, claims or disputes that may arise as a result of Offeror's negligence, any sub-contractor's negligence and/or any joint negligence of The RSW Regional Jail, Offeror, or sub-contractor.

19.0 Entire Contract: This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

20.0 Standard of Care: Offeror shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21.0 Enforcement: This Contract shall be governed by the laws of the State Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.