



**RFP NO. 23-015**

**REQUEST FOR PROPOSAL  
TO PROVIDE  
BANKING, MERCHANT AND INVESTMENT SERVICES  
to the  
BRUNSWICK-GLYNN COUNTY  
JOINT WATER AND SEWER COMMISSION**

---

**Office of the Director of Procurement**

**Issued Thursday, December 1, 2022**

**Mandatory Pre-proposal Meeting Thursday, December 8, 2022, at 10:00 a.m.**

**Submission Due by 12:00 Noon, EST on Tuesday, December 20, 2022, to:**

**Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520  
Attn: Procurement Director, Pamela Drury-Crosby**

**Please Label Submission with Institution's Name and Address  
And "RFP No. 23-015 – Banking, Merchant and Investment Services"**

**BRUNSWICK-GLYNN COUNTY  
JOINT WATER AND SEWER COMMISSION**

**REQUEST FOR PROPOSAL NO. 23-015  
BANKING, MERCHANT AND INVESTMENT SERVICES**

**I. OVERVIEW**

The Brunswick-Glynn County Joint Water and Sewer Commission (the "JWSC") is requesting proposals from qualified banking institutions, duly authorized in the State of Georgia, interested in providing various banking services to JWSC. The overall system structure and service requirements are defined in the following pages. The JWSC's objectives are to ensure the highest degree of safety for its financial assets, while at the same time managing its banking relations in a cost efficient manner. Vendors are encouraged to submit the most comprehensive proposal possible offering the highest quality of service and enhancement to improve current management of cash flow. In addition, the JWSC is interested in the various technological advances and innovations that could improve services and convenience to its customers, employees and suppliers. The JWSC anticipates awarding a contract to the successful proposer no later than January 31, 2023, with implementation to be completed by April 1, 2023.

The JWSC's needs are outlined in the following Request for Proposal ("RFP"). As used in this RFP document, the term "proposal" shall refer to the total package of price, service and other information requested by the JWSC and submitted by a financial institution. As explained in this document, the award of the JWSC's banking, merchant and investment services will be based on the proposal judged to be the most favorable to the JWSC's interests based upon both the cost/revenue consideration and the ability to effectively meet the JWSC's service needs.

The JWSC is requesting proposals on a variety of financial services within this RFP. The three (3) components may be awarded together or separately. Therefore, vendors have the option of submitting proposals for any or all of the following services:

Option 1: Banking Services

Option 2: Merchant Services

Option 3: Investment Services

**Each option has its own set of requirements, response and evaluation criteria. Therefore, firms must respond accordingly, as each Option will be evaluated separately.**

**All proposals must include the following:**

**Option 1: Banking Services (Forms 1, 2, 3, 4 and 13, 14, 15, 16 and 17)**

**Option 2: Merchant Services (Forms 5, 6, 7, 8 and 13, 14, 15, 16 and 17)**

**Option 3: Investment Services (Forms 9, 10, 11, 12 and 13, 14, 15, 16 and 17)**

**If submitting proposals for more than one Option, firms may do so in the same proposal, by simply addressing and identifying each Option separately.**

**Additionally, if submitting proposals for more than one Option, Part B Business Requirements (Forms 13, 14, 15, 16 and 17) will only need to be submitted once.**

**Incomplete proposals will not be considered.**

Proposals may not be withdrawn after the time and date set for proposal closing, but shall remain open for acceptance for a period of ninety (90) days following such time.

All proposals are legal and binding. The JWSC shall not allow the proposer to modify or alter his/her proposal after the deadline for submission of proposals. This provision will not prevent the JWSC from seeking clarification from proposers as may be necessary during the evaluation section of this Request for Proposal ("RFP").

All proposals become property of the JWSC and shall not be returned to the proposer. *Proposers are cautioned that any documentation submitted with or in support of a proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," or "Proprietary," or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract.*

There will be a **mandatory** pre-proposal meeting held on at 10:00 a.m. local time on Thursday, December 8, 2022, in the main JWSC conference room located at 1703 Gloucester Street, Brunswick, Georgia 31520.

## **II. SUBMISSION DUE DATE; DELIVERY; COPIES; COSTS**

### **(a) Due Date**

All submissions are due in the office of the Director of Procurement of the JWSC on or before **Tuesday, December 20, 2022 at 12:00 Noon EST**. All submissions will be marked as to the date and time of receipt. Any submission received after the above stipulated due date and time will not be considered and will be rejected, and may be returned.

### **(b) Delivery**

It shall be the sole responsibility of the proposer to have the submission delivered for receipt as specified herein. If a submission is sent by U.S. Mail, by an overnight delivery service, by courier, or by any other means, the proposer shall be responsible for its timely delivery.

Submissions shall be addressed and delivered to:

Brunswick-Glynn County Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520  
Pamela Drury-Crosby, Director of Procurement  
Email: [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org)

### **(c) Original and Copies**

Responses must be submitted in **one (1) original, five (5) hard copies, and (1) electronic copy (USB or CD) in a sealed envelope and clearly marked "RFP No. 23-015 Sealed Proposal – Banking, Merchant and Investment Services"**. **Electronic submissions (via e-mail) will not be accepted.**

### **(d) Cost**

All costs incurred in connection with responding to this Request for Proposal, and the evaluation and selection process undertaken in connection with this procurement, and any subsequent negotiations with the JWSC, shall be borne solely by the institution submitting its response. No claims shall be made for reimbursement of expenses as to any stage of the submission preparation or selection process.

(e) Proposed Schedule of Events

The JWSC plans to follow this timetable, which should result in the implementation of banking and merchant services agreement by 04/01/2023.

Issue RFP .....	December 1, 2022
Mandatory Pre-proposal Conference .....	December 8, 2022 - 10:00 a.m.
Deadline for Questions .....	December 9, 2022 – 5:00 p.m.
Proposal Due Date .....,.....	December 20, 2022 - NOON EST
Tentative Interview Dates (if needed) .....	January 4 or January 5, 2023
Contract Award .....,.....	no later than January 31, 2023
Implementation Completed .....,.....	April 1, 2023

III. **CLARIFICATION**

Proposers may submit requests for clarification and interpretations regarding the RFP via email ([pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org)) for the JWSC’s consideration. The JWSC will not respond to requests received after **Friday, December 9th at 5:00 PM EDT**. Proposers are advised that this Section places no obligation on the part of the JWSC to respond to any or all requests for clarification or interpretation, and that the JWSC’s failure to respond will not relieve the proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter or email) to the Director of Procurement of the JWSC, at the Gloucester Street address, above, or by email to [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org) with a delivery and read receipt request.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the JWSC for the pre-proposal meeting and be posted on the JWSC website: <https://www.bgjwsc.org/departments/procurement/>. Each addenda issued will be numbered consecutively and constitute a part of this RFP. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the RFP Submission Date.

IV. **SUBMISSION EVALUATION AND CRITERIA**

All submissions will be evaluated using the criteria set forth in each Section. Selection will include an analysis of proposals by a committee of the JWSC Executive Director, Director of Finance and Director of Procurement who will review the submission in accordance with the submission requirements and evaluation criteria. The committee reserves the right to request any and/or all proposers to provide a presentation to the JWSC for purposes of clarification and/or understanding of the services being offered.

When the JWSC has tentatively selected a financial institution, a conference may be requested to formulate plans in greater detail, to clarify the terms and conditions of the contract, and to otherwise complete negotiations prior to the formal award. At any time during the conference(s), the JWSC may choose to modify its choice of the selected financial institution, if the JWSC determines that such a change is in its best interest.

The award of this contract(s) will be made by the Commissioners of the JWSC to the responsible offeror whose proposal is determined, upon written recommendation by the Executive Director to be in the best interests of the JWSC, including the total net cost to the JWSC.

Consideration is made for price, experience, expertise, references, implementation plan, and other evaluation factors set forth below. The selection criteria used in awarding a contract for each service as described herein shall include, but is not limited to, the following:

- (1) Quality and completeness of response to all requested items.
- (2) Ability to provide services requested.
- (3) Competitive pricing and costs and flexibility of the proposal.
- (4) Best arrangement and rate for earnings allowance.
- (5) References.
- (6) Financial strength of the banking institution.
- (7) Contingency and disaster recovery.
- (8) Branch locations throughout Glynn County, including the City of Brunswick.
- (9) Capability to handle daylight overdrafts.
- (10) Implementation process and timeline, including expectations of JWSC staff and resources during implementation.

While costs associated with banking services are important to the JWSC, customer service is a priority of the JWSC and will be considered when evaluating the proposals.

Each submittal will be evaluated to determine the ability of each offeror to provide the required services.

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offers will be ranked in descending order of numerical predominance.

## **V. AWARD AND TERM OF CONTRACT**

The successful proposer is expected to enter into a formal contract and/or formal banking resolutions with the JWSC within thirty (30) calendar days after award by the JWSC. If the initial contract/resolutions are not executed within thirty (30) calendar days from the date of the award, then the JWSC may elect to withdraw the award and to award to the next overall best proposal.

The initial term of the contract/resolutions shall be for one (1) year, beginning with the date approved by the JWSC, but not later than April 1, 2023, and terminating one year thereafter, with two (2) one-year options to renew by the JWSC.

All unit prices and other conditions related to services described herein shall remain in effect for the first year and the two (2) succeeding option years. If a price decrease occurs, the banking institution shall inform the JWSC of such a decrease. The only exceptions are certain unit prices or procedures, if any, that may be required by the Federal Reserve Bank or any other applicable federal and state laws or regulations.

If the contract/resolutions shall terminate or be likely to terminate prior to the making of a contract/resolutions period, then the JWSC may, with the written consent of the banking institution, extend this contract/resolutions for such period as may be necessary to afford the JWSC a continuous supply of items listed.

## **VI. SCOPE OF SERVICES**

The specific scope of services details are included in each service section of this document.

## **OPTION 1: BANKING SERVICES**

### **A. MINIMUM QUALIFICATIONS**

Institutions wishing to submit a proposal in response to this Option, must at a minimum:

1. Maintain a full-service home office or branch in Glynn County, Georgia and have a branch network convenient to JWSC operations.
2. Have expertise on its staff to provide a full range of banking services to JWSC as requested.
3. Have a secure web-based reporting system, which includes a minimum of the following:
  - a. daily reporting of ledger, collected, and available balances, total debits and credits, detail debits and credits. Credit detail should indicate availability.
  - b. account detail for current month and one prior month for review of transactions.
  - c. concentration/zero balance accounts daily interaction reporting.
  - d. presentments of checks for controlled disbursement accounts not later than 10:00 am each day.
  - e. wire transfer, ACH/EFT, and internal transfer initiation and authorization.
  - f. JWSC-originated stop payments of checks.
  - g. return items charged against all JWSC accounts.
  - h. monthly statements, to include hard copies, on-line, and electronic format, including check images
4. Demonstrate appropriate experience servicing customers with similar account attributes and transaction volumes as described herein.
5. Be able to accept deposits at a branch up to 5:00 p.m. or at its operations center up to 6:00 p.m., provide lockbox service (remittance processing), and credit JWSC account on that day and to process checks at JWSC locations for deposit through MICR and/or scanner technology.

### **B. TERMS AND CONDITIONS**

1. In the event the proposer to whom the contract is awarded does not execute a contract within thirty (30) days after such award, JWSC may give notice to such proposer of intent to award the contract to the next most qualified proposer, or to call for new proposals.

2. JWSC has provided the best estimate of volumes; however JWSC is in no way guaranteeing these volumes.
3. By submitting a proposal, the proposer certifies it has read and understands this RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.
4. The term of the contract will be for one (1) year contingent upon annual appropriations of funds by the JWSC in accordance with Official Code of Georgia Annotated, Section 36-60-13 which states the contract will terminate at the close of each fiscal year but will automatically renew absent any positive action by JWSC, with two (2) one-year options to renew by the JWSC.
5. After the contract period has been completed, the awarded bank agrees to maintain all terms of the contract during a transition period of at least ninety (90) days while any accounts are closed.
6. All prices included in the proposal will be guaranteed for three (3) years. Any price increase after the third year cannot exceed the US Consumer Price Index for All Urban Consumers as prepared by the US Bureau of Labor Statistics.
7. If the awarded bank does not meet its quality standards, as presented in this proposal, JWSC will be refunded all or part of the monthly service charges. The service charges paid by JWSC, if no quality rating is available, will be negotiated and based on number of errors.

### **C. SCOPE OF BANKING SERVICES**

JWSC desires to use concentration and controlled disbursement accounts as a cash flow management tool to maximize its cash availability. The account structure will be comprised of a concentration account, which will act as the master account for two zero-balance controlled disbursements accounts: Payroll and General Disbursements. All deposits will flow through the concentration account, and all disbursements will flow through the zero-balance accounts. All available balances will be maintained in the concentration account.

The concentration account will be used as the general account for all deposits. The payroll account will be used to process JWSC's payroll. The General Disbursement account will be used to process disbursements for JWSC's accounts payable. The Concentration account will be used to reimburse the zero-balance accounts for checks presented for payment at the close of the business day or at the opening of the following business day, whichever the financial institution prefers. The awarded bank's electronic reporting system should be able to accept initiation and release of internal and wire transfers from the zero balance accounts

JWSC does not wish to maintain compensating balances to cover all service fees but offerors may present scenarios where the balances are used to offset fees. If it is deemed to be beneficial to JWSC, accounts will be interest bearing. In this case, all available balances in the Concentration accounts will be invested daily in an authorized investment.

See **Exhibit A** for Sample Monthly transactions for the concentration JWSC account.



Please note that JWSC is not guaranteeing those activity levels.

During the term of this contract it may be necessary to add and/or delete accounts due to changes in JWSC's operating structure. New accounts for JWSC, including elected or appointed officials, will be incorporated in accordance with the pricing terms proposed in response to this RFP. JWSC desires to have Master Account Signature Card to minimize administrative duties associated with these actions.

Transfers between accounts will not be charged to JWSC as items deposited and checks paid, but only as transfers.

#### **D. CONCENTRATION ACCOUNT**

It is the intent of JWSC to eliminate float to the maximum extent possible. The accounts in the system shall be operated in accordance with the following instructions.

1. Bank will credit the available balance of concentration account for all checks in accordance with the bank's availability schedule, submitted with the proposal. Awarded bank agrees to notify JWSC in writing of any changes to the schedule.
2. Drafts will be processed the same as other checks deposited. No "holds" on funds will be permitted.
3. Returned checks are to be forwarded to Ecashflow Services, P. O. Box 371980, Denver CO, 80237 for collection.

#### **E. ELECTRONIC BANKING**

The awarded bank will provide all training and documentation needed to perform electronic banking. The services that should be provided are, but are not limited to, the following:

##### **1. Electronic Transfers**

It is JWSC's desire to enter into a "Electronic Transfer Agreement" with the awarded bank. The terms of this agreement will be mutually negotiated and agreed upon. Transfers may be in the form of repetitive, non-repetitive, internal, wire, or ACH.

JWSC shall have the ability to initiate all types of wire transfers through electronic banking, via telephone, or written consent. Confirmations of all incoming and outgoing wires will be mailed or e-mailed daily by the bank.

The awarded bank should have the capability to accept MICR and/or scanned check deposits and to process these according to Check 21 standards.

The awarded bank agrees to execute any orders for outgoing wire transfers on a timely basis. Transfers ordered by noon and not received by the destination party by 2:00 P.M. that are reported to JWSC will be traced by the awarded bank from origin to destination to ascertain the party responsible for the delay.

##### **2. Online Banking**

JWSC shall have the capability of performing on-line balance reporting, wire transfers, transaction inquiry and stop payments. Daily balance reports shall include detail credits, including making deposit, and detail debits. Reports shall be available regarding remittance information for ACH deposits received. Information regarding bank statements, deposits and canceled checks should be available via electronic imaging and CD Rom. In addition, the awarded bank should include any services available electronically which could benefit and enhance the operations of JWSC.

### **3. Investment of Available Funds**

If deemed beneficial to JWSC, the awarded bank will agree to invest all idle cash in all accounts other than interest restricted accounts daily in an authorized investment (**See Exhibit B, Financial Policy**), paying a "market investment rate". Interest earned by JWSC will be credited to the concentration account within five (5) business days of the preceding month. A statement of all overnight investment activity should be sent to JWSC within five (5) business days of the preceding month end.

### **4. Collateralization**

The awarded bank must pledge collateral security as specified by Georgia State law. At no time shall the par value of securities pledged, less insurance coverage provided by the Federal Government, be less than that required under Georgia State law. JWSC will accept individually pledged securities or pooled securities. The financial institution must provide a monthly collateral report to JWSC. Please submit your standard Public Funds Collateral Security Agreement for review.

### **5. Statement Advice and Reporting Frequency**

All accounts will run on a calendar month basis. All advises affecting a debit or credit memo transaction must be provided electronically. Confirmations of all incoming and outgoing wires should be mailed daily, or provided electronically. Bank encoding errors should be corrected within 72 hours after notification by JWSC, at no cost to JWSC.

JWSC would like electronic access to images of canceled checks for all accounts. However, if images are not available electronically for extended periods, JWSC will require canceled check information on CD Rom. Software to access images will be provided by the Bank.

Within five (5) business days after the calendar month the awarded bank will furnish JWSC a statement reflecting the transactions occurring during the preceding month for all accounts. Statements should include all items, such as debit and credit memos, and deposit tickets in date order and should be available on-line and downloadable in a .csv format.

A paid item file including check number, check amount and date paid for all items paid in the preceding month should be available for JWSC to download within five (5) business days after month end for the general disbursement and payroll accounts. All paid items information for JWSC should be maintained by the bank after the download for a period of one fiscal year.

### **6. Check Cashing – Payroll and Accounts Payable Checks**

The awarded bank will honor all payroll and accounts payable checks presented by payees at any of its offices when accompanied by appropriate identification, without charge to the payee.

**7. Cost of Bank Services**

JWSC may elect to pay for all banking services by check, based on the presentation of an invoice for services. The invoice should be accompanied by a monthly account analysis. The analysis should provide individual account charges, in detail, and a summary page totaling all accounts. At no time should any service charges or fees be automatically drafted from the accounts.

When processing the invoice for payment JWSC will note exceptions on a reconciliation worksheet and pay the adjusted amount, providing the worksheet with its payment.

All debit and credit memos required to adjust errors caused by the bank will not be charged to JWSC. All bank errors must be corrected within three (3) business days of notification by JWSC.

**8. Designated Account Executive**

The awarded bank must designate one primary senior staff person and one alternate who will serve as JWSC's principal contacts for purposes of questions and problem resolution throughout the life of the contract, for all accounts and services.

**9. Master Repurchase Agreement**

All banks desiring to compete for JWSC's Repo investment business will be required to execute a Repo Agreement with JWSC. Please be aware that JWSC has not participated in any repo over the last five years, therefore repo history is not available.

JWSC is not obligated to exclusively utilize the Repo Agreement submitted by the awarded bank.

The awarded bank shall not change any amount on deposit tickets received but shall adjust deposits by credit or debit memos.

**10. Banking Supplies**

The awarded bank should provide, at no cost to JWSC, 3-part deposit tickets with department encoding, endorsement stamps, locking or disposable depository bags, and coin wrappers. The bank will provide all check specifications needed for purchase of check stock. The current annual needs are ten (10) locking bags and twenty-five (25) zipper bags. The awarded bank should specify how future need changes will be handled.

**11. Check 21/Remote Deposit**

The awarded bank will present information on the Check 21 or Remote Deposit process. If JWSC decides to implement this process, the bank will supply any necessary equipment at no cost to JWSC. All deposits would be made to a designated JWSC bank account. Training will need to be included in the proposal.

## **12. Other Services**

JWSC may elect to have a scheduled quarterly meeting with the awarded bank to discuss quality of service and available services, which could benefit cash management of JWSC. Other meetings will be scheduled as needed.

JWSC has made a diligent effort to include in this request for proposal all types of services utilized and to provide its best estimate of transactional and volume, although these are not guaranteed. Costs not included in the proposal cannot be added later without JWSC's approval.

## **F. BUSINESS REQUIREMENTS**

### **PART A. TECHNICAL PROPOSAL**

#### **Section 1: Transmittal Letter**

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and provide at least one representative as the JWSC's contact for all inquiries or requests. Include a statement to the effect that the proposal is binding for at least 90 days from the proposal date.

#### **Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act**

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/web/Login.aspx>.

#### **Section 3: Addenda Acknowledgement**

Acknowledge receipt for all addenda (if any). Addenda will be posted at: <https://www.bgjwsc.org/departments/procurement/>. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

#### **Section 4: Qualifications / Experience**

- a. Describe in detail the firm's ability and experience (**Form 1**)
- b. Resumes and job descriptions must be provided for all key account executives designated to service this account.

#### **Section 5: Approach and Implementation**

Provide a written narrative that demonstrates the firm's approach and ability to implement the services of the RFP requirements.

**Section 6: Relationship Support and Ethical Standards**

Describe in detail how the financial institution intends to consistently provide high quality service to the JWSC. Identify and describe any litigation or investigations by a regulatory authority of the Bank within the last three years.

**Section 7: Client Work History**

Provide at least three (3) government and/or state agency customers with account attributes and transaction volumes similar to the JWSC, for which you have provided similar services. If you have clients that use Harris Innoprise ERP and Citizen Access CIS those would be preferable. Include names, addresses, phone numbers and e-mail addresses of contact persons, as well as the contract dates.

**Section 8: Cost Proposal**

Complete **Form 3**. Offer must include any of the costs necessary to perform the requirements of the RFP specifications.

**Section 9: Contract Signature Page**

Complete **Form 17**. JWSC officials will sign the copies after JWSC Commission approves the contract award with the successful firm. Contracts for JWSC are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents. Per Section 10 below, the firm's agreement / contract form may be incorporated into the contract; subject to review and approval by the JWSC's legal representative.

**Section 10: Agreement / Contract Form (if applicable)**

Provide a copy of any and all Agreement(s)/Contract Form(s) the JWSC would be required to sign prior to entering a contract with your firm.

**Section 11: Other Information**

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked "Appendices."

All exceptions to contract specifications must be noted on Form 2. Details concerning the exception must be clearly explained. Any costs associated with each section must be itemized on Form 3 in the Other Charges section. Each exception will be considered by the JWSC as to the degree of impact and total effect on the proposer's response, and will be costed in the final analysis of the proposal. Failure to include an exception on Forms 2 and 3 will render the exception as invalid and the proposer will be treated as being in compliance with the specification, regardless of intent.

## **PART B. BUSINESS REQUIREMENTS**

**IN A SEPARATE ENVELOPE, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:**

1. E-Verify Affidavit (**Form 13**)
2. Certificate of Insurance (**Form 14**)
3. W-9 (**Form 15**)
4. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.
5. Non-collusion Affidavit (**Form 16**)

### **SUBMISSION EVALUATION AND CRITERIA**

The following weighted criteria will be used to evaluate proposals:

<b>Criteria</b>	<b>Weight</b>
A. Organization and Background ( <b>Form 1, Section I</b> )	20%
B. General Banking Services ( <b>Form 1, Section II</b> )	30%
C. Relationship Support and Ethical Standards	5%
D. Client Work History	10%
E. Exceptions and Alternative Services ( <b>Form 2</b> )	15%
F. Cost Proposal ( <i>subject to negotiations</i> ) ( <b>Form 3</b> )	20%
Total	100%

Each of the above criteria (A – F) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

<b>RATING</b>	<b>DESCRIPTION</b>
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

## EXHIBIT A

### THREE (3)-MONTH TRANSACTION AVERAGE

#### BALANCE RELATED SERVICES

#### 3 MONTH AVG

Deposit Account Usage Fee	13,179,882
---------------------------	------------

#### GENERAL BANKING SERVICES

#### 3 MONTH AVG

Maintenance Fee	11
Credits Posted	256
Items Deposited - [same bank]	923
Items Deposited - In State	867
Items Deposited – Other	3,957
Checks Paid & Other Debits	504
Check Charges	2
Coin Roll Sales	0
Currency Sales	0
Coin & Currency Deposited	109,005
Returned Deposit / Cash Item Fee	9

#### WIRE TRANSFER SERVICES

#### 3 MONTH AVG

Incoming Wire	0
Online Repetitive Wire	5
Online Wire Maintenance	1

#### ACH SERVICES

#### 3 MONTH AVG

ACH Received Credit	51
ACH Received Debit	15
ACH Positive Pay, Maintenance	1

#### AR-BOX SERVICES

#### 3 MONTH AVG

AR-Box, Monthly Maintenance	1
AR-Box Per Item	4,793

#### POSITIVE PAY / REVERSE POSITIVE PAY

#### 3 MONTH AVG

Positive Pay – Maintenance	1
Positive Pay – Items	443

**INFORMATION SERVICES****3 MONTH AVG**

Online Account Maintenance	11
Online Account Transfer	25
Online Image Retrieved	0
Online Loaded items	833
Online Stop Payment, Maintenance	11
Online Stop Payment (6 Month)	0

**CASH MANAGEMENT SERVICES****3 MONTH AVG**

Zero Balance Account, Master Account Maintenance	1
Zero Balance Account, Account Maintenance	1

**RETAIL LOCKBOX****3 MONTH AVG**

Maintenance	1
Full Items	3,609
Partial Items	640
Multi Balanced	791
Multi Unbalanced	513
Deposits	21
Exceptions	14
Data Transmission	1
MICR Repair	1,097
OCR Repair	1,093
Check & List / Check Check Only	6,225
DVD Fee	1
Exception Image	36
Image Maintenance Fee	1
Page Scan per Item	304
Per Check Imaged	4,593
Per OCR Coupon Imaged	4,829
Per Envelope Imaged	1
Web Exception Maintenance	1
Web Exception Per Item	40
Deposit Summary Email	1
Package Prep	1

**INTERNATIONAL SERVICES****3 MONTH AVG**

Checks Drawn on Non-US Banks	0
------------------------------	---



# FORM 1

## OPTION 1 BANKING SERVICES

### QUALIFICATIONS & EXPERIENCE

#### SECTION I - ORGANIZATION AND BACKGROUND

1. Name of Institution \_\_\_\_\_
2. Address of Headquarters \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Address of Glynn County \_\_\_\_\_  
Office nearest JWSC \_\_\_\_\_  
\_\_\_\_\_
4. Date institution Chartered \_\_\_\_\_
5. Provide a brief historical summary of the financial institution. Include acquisitions, and mergers (include pending mergers), relationships with the subsidiaries/parent companies, expansion into new areas of business and geographical area served.
6. Attach a summary showing the institution's organization and principal staff members who will be involved in providing services to JWSC. Please indicate senior staff member who will be JWSC's **primary** contact.
7. Provide a copy of financial statements for the last three years, quarterly reports since your last statement and the most recent four (4) Call Reports with the Federal Reserve or other third party safekeeping agent.
8. Provide the following information regarding your institution, if available:
  - a. Standardized Treasury Management Association Bank Administration Institute Report: JWSC would like to receive a report showing how an independent third party has rated the bank services of a particular bank and how the rating relates to your peers.

- b. Internal Control Reports: Provide the bank's internal reports used to grade the quality of the bank services; how do you know when services are performed or not performed at the expected standard.
- 9. Provide a history of ratings by Moody's and/or Standard & Poor's during the last five years for the financial institution and holding company. Include the reasons given by the rating agency for any upgrade or downgrade.
- 10. Provide description of how the JWSC would rank relative to other customers of the bank in relationship to size and complexity of service.
- 11. Provide information regarding the proposing entity's community involvement within Glynn County.
- 12. List the holidays the bank observes and the policy for holidays falling on a Saturday or Sunday.
- 13. In what location(s) will the following services be provided?
  - a. Securities safekeeping/clearance
  - b. Wire transfers
  - c. Deposit processing
  - d. Proofing
  - e. Stop payment processing
  - f. ACH payroll direct deposit processing
  - g. Account reconciliation services
  - h. What services will be provided outside Glynn County
- 14. Provide a copy of all agreements needed by the financial institution in order to provide the requested services.
- 15. Provide a sample account analysis statement including major items that appear in our bid proposal form.
- 16. Describe how the financial institution measures and evaluates quality of service. If done, what were the results of the most recent evaluation? Describe how the financial institution intends to provide consistently high quality of service to JWSC and what measures will be taken if level of service falls below most recent evaluations?
- 17. Describe the financial institution's disaster recovery plan and how customers' records would be protected/recovered.
- 18. Assuming a April 1, 2023 start date; provide a detailed implementation schedule including names and titles of parties responsible for each task. Include any services that require testing. Include details on requirements of JWSC staff and resources as well as any purchases that must be made by JWSC.

19. Does your institution provide user manuals for its various services?
20. Is there a toll-free technical support hotline for your various services?
21. The JWSC currently utilizes Harris Computers Systems Innoprise ERP Suite for financial transactions and Citizen Access CIS suite for customer account access. Does your firm have experience with government entity-clients that utilize this software suite? Please provide any fees associated with making your online features interface with client financial software.

Discuss any plans your institution has for future Cash Management service enhancements.

## **SECTION II - GENERAL BANKING SERVICES**

### **A. Deposits**

1. Provide a copy of the financial institution's current availability schedule. Will this be the only schedule used to determine availability during the term of this agreement? If not, please explain. How will availability schedule be linked to JWSC accounts?
2. What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule? What is the availability schedule for electronically converted checks?
3. Can the financial institution provide a later deadline for large checks? Please explain.
4. Will checks drawn on the financial institution (locally or statewide) receive same day collected status? If not, please explain.
5. Does the financial institution support a system whereby individual depositing entities are assigned a dedicated identification number for purposes of performing a deposit reconciliation?
6. How will the financial institution provide notification of incoming wire transfers and ACH transactions? If so, please indicate the normal time lapse between receipt and notification.
7. Will all incoming wire transfers and ACH transactions received be posted and available the day received? If not, indicate circumstances.
8. Reconciliation of deposit. If there is a discrepancy between our deposit ticket and the amount of our deposit included, (a) how will you communicate the difference to us and (b) how quickly?
9. Describe your lockbox services in detail to include: on-line access information; error rates; reporting types and formats; compensation for excessive error rates; imaging system, to include possible color limitations; and overall processing time. Please include details on the exception process and the timeline for exception notification.
10. Describe your process for customer-initiated electronic transactions – e.g. bill pay initiated directly from customer's bank. Please include any details available on setup and maintenance time involved.

11. What protective measures does your financial institution have against fraud? Describe the measures and your role in working with your clients regarding fraud protection.
12. Will the bank provide scanning equipment or MICR equipment for electronic check conversion, used in the Check 21 or Remote Deposit process? Is there a fee associated with equipment use?

**B. Returned Items**

Provide the financial institution's policies and procedures for processing returned items. Include the following:

1. Can all deposited checks that are returned be mailed to a third party collection service?
2. How and when will JWSC be notified of the amount of returned items and when will these items be debited against JWSC's account?
3. What is the bank's policy on providing a legible copy (front and back) of returned items?

**C. Controlled Disbursement**

1. Is controlled disbursement information accessible for first and second presentments?
2. What time is total disbursement information available?
3. Please provide the service options offered by your institution:
 

Full Reconciliation	YES	_____	NO	_____
Partial Reconciliation	YES	_____	NO	_____
Numerical Check Sorting	YES	_____	NO	_____
Check Storage	YES	_____	NO	_____
Image Storage of Cancelled Checks	YES	_____	NO	_____
Positive pay check storage	YES	_____	NO	_____
4. Please provide a sample of your full and partial account reconciliations.
5. How long does your financial institution store canceled checks before disposing of them? On bank \_\_\_\_\_ Off premises \_\_\_\_\_ N/A \_\_\_\_\_
6. How long are check images available online?

**D. Positive Pay**

1. Is Positive Pay service available?
2. If so, what items are included in your positive pay service, i.e., stale dated checks, stop payments, voids,?
3. What data format is required for the daily file for issued checks?
4. What time does the bank have to receive the file for checks issued on a daily basis?
5. Is Reverse Positive Pay service available?
6. What is the bank's policy on check fraud and liability for loss?
7. What is the bank's policy on positive pay exceptions? What is the timeframe for notification to JWSC?

**E. Concentration and Zero Balance Controlled Disbursement Accounts**

1. Does the detail posting to the main concentration account indicate the Zero Balance Accounts to/from which daily posting is made and is it available via your balance reporting software?
2. In the event of an absolute error on the part of JWSC resulting in a true overdraft (negative balance at end day), what charge, if any would be assessed? Would such a charge, if any, be assessed if the overall relationship for the day was positive?

**F. Outgoing Wire Transfers**

Explain the financial institution's policies and procedures for outgoing wire transfers. Include the following:

1. What security measures are in place regarding wire transfers?
2. What is the latest time of day outgoing wire transfers can be made? Does that time change based on the method being used?
3. Provide a copy of your financial institution's wire transfer agreement.
4. Explain the delay between a request for a wire to be sent and the wire being sent. Does your financial institution delay or hold wire transfers if the wire transfer results in an overdraft?
5. Can wire transfers be submitted ahead of transaction date?

If so, how far in advance?

6. How and when will wire transfers be confirmed as being completed? Does your electronic banking system provide inquiry on status of wire?
7. Does your financial institution offer electronic initiation of ACH by customer as an alternative to wire transfer? If so, explain process, including formats available.

**G. ACH Payments**

1. Does the financial institution offer same day ACH?
2. Does the financial institution offer direct deposit of payroll checks using ACH?
3. Does the financial institution accept NACH standard files?
4. What controls are in place to prevent file loss and duplicate transmissions? What back-up systems are in place to insure continuous processing of ACH transactions in the event of a "disaster scenario" at your operations?
5. Has your operations center experienced such a "disaster" within the past two years? Please provide details.
6. When will the ACH transactions need to be submitted to ensure availability of funds in the employee's account by 8:00 a.m. on payday? Will the funds ever be available before 8:00 a.m. on payday? How would your bank resolve a situation where employees' funds were not available at 8:00 a.m. on payday?
7. Does your bank provide acknowledgments when it receives an ACH file? If so, what format is used and what information is given?
8. Can request be made to delete ACH transactions after file has been transferred? If so, what notification does the bank provide that transaction was deleted before funds were distributed?
9. Does your bank require a pre-notification run? If so, how much lead-time would be necessary before direct deposit could be implemented?
10. How does your bank handle ACH return items?
11. Will ACH items (i.e. direct deposit funding requirement) be reported via the daily presentments reporting system? Will they be segregated from the check presentments for reporting purposes?
12. Provide a copy of all documents and agreements necessary to execute ACH transactions, including the record layout for ACH payments.

## **H. Purchasing Cards**

1. Please provide information on Corporate Purchasing Card program to include fees and options. Please provide details on needed JWSC staff time and resources to manage such a program using your products/services.
2. Please provide information on Purchasing Payables Card program to include fees and options. Please provide details on needed JWSC staff time and resources to manage such a program using your products/services.

## **I. Interest Bearing Bank Accounts**

Should JWSC determine to use interest bearing bank accounts, cash balances remaining in the accounts at the end of each business day should be invested in authorized investments maturing the next business day. Collateral for these repurchase agreements must be maintained as required under Georgia State law.

1. Describe the financial institution's methods of investing available cash balances and related pricing.
2. The proposed investment rate should be a rate verifiable by reference to established sources. Specifically enumerate the rate you propose and its source. Include the most recent six (6) months history.
3. How will interest earnings be computed and how frequently will interest earnings be credited?
4. Explain any limits on the amount to be invested daily.

## **J. Electronic Banking**

1. Can the financial institution provide balance and transaction detail reporting electronically on JWSC accounts in the following detail? If so, what hours are the services available?
  - a. Ledger, collected and available balances
  - b. Daily debit/credit totals and detail
  - c. Float information
  - d. Pending debit and credit information
  - e. Transaction detail for the prior day
  - f. Transaction detail for at least 45 days
  - g. Transaction detail for the current/intra day
  - h. ACH debit and credit detail and totals
  - i. Incoming/Outgoing wire/ACH transfer inquiry

2. Can the following transactions be done electronically?
  - a. Wire transfers: repetitive, non-repetitive, and future-dated
  - b. ACH transactions
  - c. Stop payments
  - d. Internal account transfers
  - e. Investment transactions
  - f. Communications
  - g. Account transaction inquiries
3. Are the following services offered electronically?
  - a. Check imaging
  - b. Imaging of other items such as deposit tickets, credit and debit memos
  - c. Positive pay
  - d. Bank Statements
4. Are there any data items that cannot be reported intra-day electronically? If so, what are they?

**K. Account Statement**

JWSC receives monthly statements on all accounts.

1. Indicate how your financial institution differentiates items posted to accounts. For example: wire transfers, ACH transactions, Zero Balance Account transfers, checks processed, deposits made, and investment transactions.
2. Provide a sample account statement.
3. Within how many business days will JWSC receive account statements for all accounts maintained at your bank?
4. Can reconciliations be provided?
5. Can financial institution provide paid item information available for electronic transmission by the JWSC? If so, when would this information be available each statement period?
6. Explain the method and requirements (transmission formats, communication protocols, timeframes, and hardware requirements) for electronic transmission of paid item file.



**L. Analysis Statement**

1. Provide a sample analysis statement.
2. Within how many business days from month end will the analysis statement be available to JWSC?
3. Provide the formula used to compute the earnings credit rate on account balances.
4. Will the financial institution provide an invoice to JWSC for monthly service charges? What are the terms of the invoice?

**M. FDIC Fees**

All fees associated with compliance with FDIC regulations are treated as a direct pass through. JWSC reimburses the financial institution on the same basis (amount and timing) as the financial institution pays FDIC.

1. Describe how the financial institution calculates the amount of FDIC fees and when remittance is required.

**N. Daylight overdrafts, Overdrafts**

Briefly discuss the financial institution's policies on daylight overdrafts and overdrafts. Include the following:

1. How does the financial institution identify daylight overdrafts? Is your system real-time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions, maturing investments and checks presented?
2. Will JWSC's account be impacted by daylight overdrafts provided adequate funds are always available to cover any clearing item?

**O. Stop Payments**

1. Briefly explain your financial institution's stop payment procedures. Include time constraints, whether requests can be made electronically and/or via telephone and when written notification is provided.
2. When will a stop payment request take effect and how long will it be in effect?
3. Does a stop payment have to be re-submitted after a specified period? If so, why?

**P. Safekeeping/Custodial Services**

1. Describe the financial institution's ability to perform the safekeeping and custodial services. Include description of ability to safe keep investments, handle

investment transactions (purchases, sales, maturities and collection of income), monitor collateral and process third party payments and account transfers.

2. Provide sample transaction confirmations and statements of activity.
3. What are the financial institution's procedures if the completion of an investment transaction is delayed? How is lost interest income handled?
4. What type notification is required by JWSC of an investment transaction and can it be sent electronically? Provide sample.

**Q. Collateralization**

1. In accordance with requirements of Georgia State law, will your institution enter into a collateral agreement supporting the "dedicated method" or "pooled method" of securing deposits that:
  - I. is in writing
  - II. is executed at the same time the collateral is pledged
  - III. is approved by the bank's board of directors and/or loan committee
  - IV. is or becomes an official record of your institution continuously from the date of its execution
  - V. pledges Treasury securities whose market value is equal to at least 110% of JWSC's total deposits less the \$100,000 FDIC insurance (dedicated method)
  - VI. allows changes made in securities only with approval of JWSC (dedicated method)

**R. Other**

1. Respondents are encouraged to offer creative and innovative approaches which may enhance JWSC's operational or financial success. Indicate any such ideas along with cost and benefit.
2. Will the financial institution reimburse JWSC for any penalties assessed resulting from any failure on the part of the bank?
3. Will the financial institution reimburse JWSC for fees if quality of service falls below acceptable levels?

## FORM 2

## OPTION 1

### BANKING SERVICES

### EXCEPTIONS AND ALTERNATIVE SERVICES

*(To be typed on company letterhead)*

Please fully explain any exceptions to the RFP's specifications and any alternative services you propose in their place. Costs of these exceptions and alternative services should be carried forward to **Form 3** - Cost of Banking Services Form and shown in the Other Charges Section.

**FORM 3****OPTION 1  
COST OF BANKING SERVICES**

<b>BALANCE RELATED SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Deposit Account Usage Fee	13,179,882		
<b>SUBTOTAL - BALANCE RELATED SERVICES</b>			

<b>GENERAL BANKING SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Maintenance Fee	11		
Credits Posted	256		
Items Deposited - [same bank]	923		
Items Deposited - In State	867		
Items Deposited – Other	3,957		
Checks Paid & Other Debits	504		
Check Charges	2		
Coin Roll Sales	0		
Currency Sales	0		
Coin & Currency Deposited	109,005		
Returned Deposit / Cash Item Fee	9		
<b>SUBTOTAL - GENERAL BANKING SERVICES</b>			

<b>WIRE TRANSFER SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Incoming Wire	0		
Online Repetitive Wire	5		
Online Wire Maintenance	1		
<b>SUBTOTAL - WIRE TRANSFER SERVICES</b>			

<b>ACH SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
ACH received Credit	51		
ACH Received Debit	15		
ACH Positive Pay, Maintenance	1		
<b>SUBTOTAL - ACH SERVICES</b>			

<b>AR-BOX SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
AR-Box, Monthly Maintenance	1		
AR-Box Per Item	4,793		
<b>SUBTOTAL - AR-BOX SERVICES</b>			

<b>POSITIVE PAY / REVERSE POSITIVE PAY</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Positive Pay - Maintenance	1		
Positive Pay - Items	443		
<b>SUBTOTAL- POSITIVE PAY / REVERSE POSITIVE PAY</b>			

<b>INFORMATION SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Online Account Maintenance	11		
Online Account Transfer	25		
Online Image Retrieved	0		
Online Loaded items	833		
Online Stop Payment, Maintenance	11		
Online Stop Payment (6 Month)	0		
<b>SUBTOTAL - INFORMATION SERVICES</b>			

<b>CASH MANAGEMENT SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Zero Balance Account, Master Account Maintenance	1		
Zero Balance Account, Account Maintenance	1		
<b>SUBTOTAL - CASH MANAGEMENT SERVICES</b>			

<b>RETAIL LOCKBOX</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Maintenance	1		
Full Items	3,609		
Partial Items	640		
Multi Balanced	791		
Multi Unbalanced	513		
Deposits	21		
Exceptions	14		
Data Transmission	1		
MICR Repair	1,097		
OCR Repair	1,093		
Check & List / Check Check Only	6,225		
DVD Fee	1		
Exception Image	36		
Image Maintenance Fee	1		
Page Scan per Item	304		
Per Check Imaged	4,593		
Per OCR Coupon Imaged	4,829		
Per Envelope Imaged	1		
Web Exception Maintenance	1		
Web Exception Per Item	40		
Deposit Summary Email	1		
Package Prep	1		
<b>SUBTOTAL - RETAIL LOCKBOX</b>			

<b>INTERNATIONAL SERVICES</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
Checks Drawn on Non-US Banks	0		
<b>SUBTOTAL - INTERNATIONAL SERVICES</b>			

<b>IMPLEMENTATION COSTS (List Below)</b>	<b>3 MONTH AVG</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>SUBTOTAL - IMPLEMENTATION COSTS</b>			
<b>GRAND TOTAL FOR ALL ASSOCIATED COSTS</b>			

*\*Volumes are the JWSC’s best estimate of anticipated transactions based on history and current service offering mix, and are in no way guaranteed.*

## FORM 4

### OPTION 1 BANKING SERVICES

#### TRANSMITTAL INFORMATION

REQUEST FOR PROPOSAL: RFP NO. 23-015

PROPOSAL SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Authorized Representative:  
(Signature) \_\_\_\_\_

Authorized Representative:  
(Typed Name) \_\_\_\_\_

By signing this proposal, the undersigned, as an officer, principal, or partner of the firm, certifies that this proposal is made without any understanding, contract, or connection with any other person, firm or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and is free of collusion and fraud. **The undersigned Proposer understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete.** The undersigned represents that the Proposer accepts and this proposal complies with the terms, conditions, mandates, and other provisions of the Proposal Documents.

Further, the signing of this proposal is a representation that Proposer has read and understands the Proposal Documents, and that the various statements required by the Proposal Document package and contained in this Proposal are true.

# FORM 5

## OPTION 2: MERCHANT SERVICES

### A. SCOPE

The Brunswick Glynn County Joint Water & Sewer Commission, (the “JWSC”) invites proposal submissions from qualified financial institutions to provide merchant services for credit card payment processing.

### B. BACKGROUND

JWSC currently accepts debit, credit card, and e-check payments at one (1) location with a single merchant number. JWSC accepts VISA, MasterCard, American Express and Discover Card.

The annual sales (sales less refunds and rejects) for the prior 12-month fiscal year (July 2021 – June 2022) were approximately \$8.7 million.

Settlement of the merchant transactions are deposited into a bank account designated by JWSC on a daily basis.

JWSC currently uses Ingenico iCT220 Terminals to process credit card payments. The terminals should be replaced by vendor at reduced or no cost to JWSC. JWSC may possibly be utilizing a web-based payment system, and/or with PC based cashiering systems, within the next several years at some locations. **Your proposal should include information on either or both of these processes.**

JWSC is interested in an option for credit card payment processing that will not pass the fees to the consumer.

### C. VENDOR REQUIREMENTS:

1. Service Provider must maintain an office or branch in Glynn County, Georgia or have a Customer Service Department that is available to JWSC 24/7.
2. Must be in continual compliance with Payment Card Industry Data Security Standards and provide expertise and guidance regarding PCI compliance to JWSC. Must provide a document stating compliance from an external Qualified Security Assessor. If the firm does not have the required annual validation of compliance from an external Qualified Security Assessor, provide an explanation for not having this validation.
3. Ability to direct-deposit daily gross receipts in JWSC’s existing bank account. Settlement of the merchant card transactions will be deposited into a bank account designated by JWSC on a daily basis. This account may or may not be with the same Bank as the Merchant Card Services provider.
4. Supply and install credit card terminals to any additional users where needed. Please identify any costs for equipment on Form 7.



5. Provide training for users as requested
6. Payment portal access. Ability to interface with Harris Citizen Access software and offer multiple payments options:
  - a. Recurring payments
  - b. Fixed amount
  - c. One-time payments
7. Service Provider shall designate one account officer with authority and responsibility for JWSC's entire account. The designee shall be responsible for training and communicating the terms of this contract to all of its employees. He/she shall also have responsibility for ongoing review and oversight of JWSC's transactions.

#### **D. PROPOSAL SUBMISSION REQUIREMENTS**

The complete proposal shall contain the following information and shall be submitted in the order shown below. ***Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.***

Firms should submit proposals that address each of the sections specified below. ***With the exception of the E-Verify affidavit***, the JWSC reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

### **PART A. TECHNICAL PROPOSAL**

#### **Section 1: Transmittal Letter**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 90 days from the proposal date. **An authorized agent of the firm must sign the transmittal letter.**

#### **Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act**

**A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/web/Login.aspx>

#### **Section 3: Addenda Acknowledgement**

Acknowledge receipt for all addenda(if any). Addenda will be posted at:

<https://www.bgjwsc.org/departments/procurement/>

It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

#### **Section 4: Qualifications/Experience**

This section shall include the responses to the following:

- a) Provide qualifications/experience for meeting the requirements of this RFP.
- b) Provide the names and resumes of the personnel who will be assigned to perform the services.

#### **Section 5: Service Plan**

- a) Address the listed items, beginning on page 30, **Section IV, C, Vendor Requirements.**
- b) Provide detailed description of the processes to be utilized to execute the services required under this contract.
- c) Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, indicate if there has ever been a compromise to any card system or application through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent future breaches.
- d) JWSC may possibly be utilizing a web-based payment system, and/or with PC based cashiering system.

**Your proposal should include information on either or both of these processes.**

#### **Section 6. Client Work History**

Provide at least three (3) government and/or state agency customers with account attributes and transaction volumes similar to JWSC, for which you have provided similar services. If you have clients that use Harris Innoprise ERP and Citizen Access CIS those would be preferable. Include the entity name, address, phone number, and email address of contact person, as well as the contract dates.

#### **Section 7. Cost Proposal**

- A. Complete **Form 6, Fee Proposal.** Delineate all other costs associated with providing the service.
- B. On a separate sheet discuss / show the following:
  1. All start-up charges including, without limitation, JWSC staff time and resources required for start-up / implementation.
  2. Any miscellaneous charges for research, charge-backs, supplies, etc.
  3. List of all credit/debit cards honored.
  4. Type of terminals required, cost of each and a cost comparison to lease versus purchasing terminals.
  5. Copy of your institution's monthly statements with sample transactions.
  6. Are service charges, fees, supply charges, etc. automatically drafted from customer's bank account?

## **Section 8: Contract Signature Page**

Complete **Form 17**. JWSC officials will sign the copies after JWSC Commission approves the contract award with the successful firm. Contracts for the JWSC are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents.

Per Section 9 below, the firm's agreement/contract form may be incorporated into the contract; subject to review and approval by JWSC's Legal Department.

## **Section 9: Agreement/Contract Form (If Applicable)**

Provide a copy of any and all Agreement(s)/Contract Form(s) JWSC would be required to sign prior to entering into a contract with your firm.

## **Section 10: Other Information**

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked "Appendices".

All exceptions to contract specifications must be noted on Form 6." Details concerning the exception must be clearly explained. Any costs associated with each section must be itemized on Form 7 in the Other Charges section. Each exception will be considered by the JWSC as to the degree of impact and total effect on the proposer's response, and will be costed in the final analysis of the proposal. Failure to include an exception on Forms 6 and 7 will render the exception as invalid and the proposer will be treated as being in compliance with the specification, regardless of intent.

## **PART B. BUSINESS REQUIREMENTS**

**IN A SEPARATE ENVELOPE, SUBMIT *ONE (1)* COPY OF THE FOLLOWING DOCUMENTS:**

1. E-Verify Affidavit (**Form 13**)
2. Certificate of Insurance (**Form 14**)
3. W-9 (**Form 15**)
4. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.
5. Non-collusion Affidavit (**Form 16**)

### **E. RFP EVALUATION**

Each firm's submittal will be evaluated to determine which vendor can provide the JWSC the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

<b>CRITERIA</b>	<b>WEIGHT</b>
A. Experience/Personnel	20%
B. Service Plan	25%
C. Client Work History	20%
D. Cost Proposal ( <i>subject to negotiations</i> )	35%
Total	100%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

<b>RATING</b>	<b>DESCRIPTION</b>
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offers will be ranked in descending order of numerical predominance.

## **FORM 6**

### **OPTION 2**

#### **MERCHANT SERVICES**

#### **EXCEPTIONS AND ALTERNATIVE SERVICES**

*(To be typed on company letterhead)*

Please fully explain any exceptions to the RFP's specifications and any alternative services you propose in their place. Costs of these exceptions and alternative services should be carried forward to **Form 7** - Cost of Merchant Services Form and shown in the Other Charges Section.

## FORM 7

### OPTION 2

#### MERCHANT SERVICES FOR DEBIT, CREDIT CARD AND E-CHECK PAYMENTS

#### FEE PROPOSAL

DESCRIPTION	RATE
Debit Consumer Fee	
Credit Consumer Fee	
E-check Consumer Fee	
Debit Consumer Transaction Fee Per Item	
Credit Consumer Transaction Fee Per Item	
E-check Consumer Transaction Fee Per Item	
Debit Consumer Transaction Fee Per \$ Amount	
Credit Consumer Transaction Fee Per \$ Amount	
E-check Consumer Transaction Fee Per \$ Amount	
Equipment	
Setup Charges	
Miscellaneous Charges for research, supplies,	
Other Charges	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## FORM 8

### OPTION 2 MERCHANT SERVICES

#### TRANSMITTAL INFORMATION

REQUEST FOR PROPOSAL: RFP NO. 23-015

PROPOSAL SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Authorized Representative:  
(Signature) \_\_\_\_\_

Authorized Representative:  
(Typed Name) \_\_\_\_\_

By signing this proposal, the undersigned, as an officer, principal, or partner of the firm, certifies that this proposal is made without any understanding, contract, or connection with any other person, firm or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and is free of collusion and fraud. **The undersigned Proposer understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete.** The undersigned represents that the Proposer accepts and this proposal complies with the terms, conditions, mandates, and other provisions of the Proposal Documents.

Further, the signing of this proposal is a representation that Proposer has read and understands the Proposal Documents, and that the various statements required by the Proposal Document package and contained in this Proposal are true.

# FORM 9

## OPTION 3: INVESTMENT SERVICES

### A. SCOPE

The Brunswick Glynn County Joint Water & Sewer Commission, (the “JWSC”) invites proposal submissions from qualified financial institutions to provide investment services for the JWSC.

### B. BACKGROUND

JWSC’s goal is to preserve principal and maintain liquidity, while maximizing returns on the investment pool. JWSC currently has approximately \$32,870,000 of unrestricted funds which are invested through its current investment management account. Additionally, a \$10,116,000 restricted reserve balances is held by the JWSC. A minimum of \$40,000,000 is anticipated to be invested with the proposer chosen as a result of this RFP.

### C. VENDOR REQUIREMENTS

Specific responsibilities of the selected investment firm will include, but not be limited to the following:

1. Perform due diligence procedures on available investment portfolios with the goal of making a recommendation to the JWSC staff and the Board of Commissioners as to the best available investment program for JWSC (“best available investment program” meaning that the program, in the opinion of the JWSC staff, best meets the needs of JWSC and is compliant with JWSC’s Financial Policies. (Exhibit B).
2. Manage on a daily basis JWSC’s investment portfolio pursuant to the specific, stated investment objectives while maintaining conformance with the JWSC Financial Policies.
3. Place all orders for buying and selling securities, communicate settlement information with JWSC staff and assist in coordinating security settlement.
4. Serve as a general resource to the JWSC staff and Board of Commissioners for information, advice and training regarding the investment portfolio.
5. Provide monthly statements on investment activity, earnings and the value of the investment portfolio. These reports must include a mark-to-market valuation as required by GASB 31 and 40. The investment manager must maintain accurate reports of investment portfolio.



6. Provide quarterly investment reports including a description of market conditions, investment strategies, performance and suggested changes to investment portfolio strategy.
7. Service provider shall designate one account officer with authority and responsibility for JWSC's entire account. The designee shall be responsible for training and communicating the terms of this contract to all of its employees. He/she shall also have responsibility for ongoing review and oversight of JWSC's transactions.
8. Maintain a portfolio of investments and provide monthly report listing securities and market value, safe kept by a third party (i.e., The Federal Reserve Bank) and pledged to JWSC.
9. Describe the financial institution's ability to perform the safekeeping and custodial services. Include description of ability to safe keep investments, handle investment transactions (purchases, sales, maturities and collection of income), monitor collateral and process third party payments and account transfers.
10. Provide sample transaction confirmations and statements of activity.
11. What are the financial institution's procedures if the completion of an investment transaction is delayed? How is lost interest income handled?
12. What type notification is required by JWSC of an investment transaction and can it be sent electronically? Provide sample.
13. What is the cutoff time for making same day investment transactions?
14. Is access provided to JWSC's portfolio via your software? If so, what information is available?
15. Within how many days after month end will portfolio pricing be completed and available to JWSC?
16. Can Investment Transaction Notification be made electronically?
17. Can securities will be transacted "Delivery vs. Payment?"
18. Will a safekeeping receipt will be issued containing all pertinent details of the security?
19. Will all interest payments and maturities be collected and credited to designated bank accounts, with details sent electronically to JWSC?

20. Will monthly statements of holdings be provided that include mark-to-market information?
21. Will a trade notification of purchases and sells be sent electronically to the awarded financial institution? Will the awarded financial institution provide monthly reports, which include portfolio pricing and analysis?

#### **D. SAFEKEEPING / CUSTODIAL SERVICES**

1. Describe the financial institution's ability to perform the safekeeping and custodial services. Include description of ability to safe keep investments, handle investment transactions (purchases, sales, maturities and collection of income), monitor collateral and process third party payments and account transfers.
2. Provide sample transaction confirmations and statements of activity.
3. What are the financial institution's procedures if the completion of an investment transaction is delayed? How is lost interest income handled?
4. What type notification is required by JWSC of an investment transaction and can it be sent electronically? Provide sample.

#### **E. INVESTMENTS / CUSTODIAL SERVICES**

1. What is the cutoff time for making same day investment transactions?
2. Is access provided to JWSC's portfolio via your software? If so, what information is available?
3. Within how many days after month end will portfolio pricing be completed and available to JWSC?
4. Can Investment Transaction Notification be made electronically?

#### **F. PROPOSAL SUBMISSION REQUIREMENTS**

The complete proposal shall contain the following information and shall be submitted in the order shown below. ***Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.***

Firms should submit proposals that address each of the sections specified below. ***With the exception of the E-Verify affidavit***, the JWSC reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

## **PART A. TECHNICAL PROPOSAL**

### **Section 1: Transmittal Letter**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 90 days from the proposal date. **An authorized agent of the firm must sign the transmittal letter.**

### **Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act**

**A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/web/Login.aspx>

### **Section 3: Addenda Acknowledgement**

Acknowledge receipt for all addenda(if any). Addenda will be posted at:

<https://www.bgjwsc.org/departments/procurement/>

It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

### **Section 4: Qualifications/Experience**

This section shall include the responses to the following:

- a. Describe the organizational structure of your company.
- b. Qualifications of principals and profession staff.
- c. Number of years of experience in investment management.
- d. Describe your investment philosophy, investment guidelines and performance objectives.
- e. Please provide a copy of your company's most recent audited financial statements and auditor's management letter.
- f. What unique attributes does your company have which distinguishes you from your competitors?

### **Section 5: Service Plan**

- a. Provide a complete overview of investment services offered by your company.
- b. What are the primary strategies utilized by your firm for adding value to portfolios (e.g., market timing, credit research, etc.)?
- c. Describe how investment ideas are originated and how researched, and how the ultimate investment decision is made. Explain how investment decisions are then implemented, monitored and evaluated
- d. Describe the risk controls that are utilized in your portfolio development process.
- e. Discussion of investment decision making process (committee,

- portfolio manager, external investment managers, etc.)
- f. Provide an overview of your general quality control policy, particularly measures pertaining to ensuring accuracy in trading, posting and verification of investment collateral.
  - g. Can purchases, redemptions and dividends transactions be made via check, ACH, wire, or other medium?
  - h. Is there any dollar level minimum or maximum per transaction?
  - i. Frequency of reporting to clients (e.g.: monthly, quarterly)
  - j. Form of your reports (please provide sample)
  - k. Frequency of portfolio evaluation
  - l. Frequency of account review and willingness to meet with JWSC management to make recommendations and discuss performance.
  - m. Recommendation of an established benchmark to evaluate the JWSC portfolio performance.
  - n. Are client account balances and interest information available through a secure online connection and password protected?

#### **Section 6. Client Work History and References**

- a. What is your firm's experience in managing investment portfolios for public funds and governmental entities? Please provide resumes for the staff members who will service our account if award is made to your firm.
- b. How many similar public sector or utility portfolios do you manage?
- c. Provide at least five (5) specific references along with the contact person and telephone number of clients most similar to the JWSC.
- d. Summarize your assets under management (public funds only) over the past five (5) years by the following categories: short-term, medium-term and long-term.

#### **Section 7. Cost Proposal**

Complete Form 7, Fee Proposal. Delineate all other costs associated with providing the service.

On a separate sheet delineate the following costs:

- a. Indicate all fees involved for each of the services you are proposing to provide.
- b. Include a breakout of the initial and ongoing consulting fees and the administrative and management fees.
- c. Discuss the frequency in which such fees will be evaluated and the maximum amount of any increase to be expected.

d. All start up charges

Provide a copy of your monthly statements with sample transactions. At no time should any service charges or fees be automatically drafted from JWSC bank accounts.

**Section 8: Contract Signature Page**

Complete **Form 17**. JWSC officials will sign the copies after JWSC Commission approves the contract award with the successful firm. Contracts for the JWSC are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents.

Per Section 9 below, the firm's agreement/contract form may be incorporated into the contract; subject to review and approval by JWSC's Legal Department.

**Section 9: Agreement/Contract Form (If Applicable)**

Provide a copy of any and all Agreement(s)/Contract Form(s) JWSC would be required to sign prior to entering into a contract with your firm.

**Section 10: Other Information**

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked "Appendices".

## **PART B. BUSINESS REQUIREMENTS**

**IN A SEPARATE ENVELOPE, SUBMIT *ONE (1) COPY* OF THE FOLLOWING DOCUMENTS:**

1. E-Verify Affidavit (**Form 13**)
2. Certificate of Insurance (**Form 14**)
3. W-9 (**Form 15**)
4. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.
5. Non-collusion Affidavit (**Form 16**)

### **F. RFP EVALUATION**

Each firm's submittal will be evaluated to determine which vendor can provide the JWSC the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

<b>CRITERIA</b>	<b>WEIGHT</b>
A. Offerings and Service Plan	30%
B. Qualifications and Work History	25%
C. Cost Proposal	35%
D. References	10%
Total	100%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

<b>RATING</b>	<b>DESCRIPTION</b>
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

# **EXHIBIT B**

## **INVESTMENT POLICY**

Excerpted from “Financial Policies, Brunswick-Glynn County Joint Water and Sewer Commission”, approved by the JWSC Board of Commissioners June 20, 2019--

### **12. Investments**

#### **A. Objectives**

The following investment objectives shall be met with this policy:

**Safety –** Preservation of principal shall always be the foremost objective in any investment transaction involving JWSC funds. Those investing funds on the JWSC’s behalf must first ensure that capital losses are avoided by limiting credit and interest risk. Credit risk is the risk of loss due to the failure of the security issues or backer. Interest risk is the risk that market value portfolios will fall due to an increase in general interest rates.

**Liquidity –** The second objective shall be the maintenance of sufficient liquidity within the investment portfolio. The investment portfolio shall be structured such that securities mature at the time when cash is needed to meet anticipated demands (static liquidity). Additionally, since all possible cash demands cannot be anticipated, the portfolio should maintain some securities with active secondary or resale markets (dynamic liquidity).

**Return on Investment –** The third objective shall be the realization of competitive investment rates, relative to the risk being assumed. However, yield on the investment portfolio is of secondary importance compared to the safety and liquidity objectives described above.

#### **B. Delegation of Authority**

The overall management of the investment program is the responsibility of the Director. Daily investment activities are the responsibility of the Director of Finance. Responsibilities to fulfill this authority include: opening accounts with banks, brokers, and dealers; arranging for the safekeeping of securities; and executing necessary documents.

The Director, Director of Finance and all employees whose job requires, handling of cash or cash transactions will be bonded.

#### **C. Authorized Investments**

All bank, investment, broker, trustee, or other accounts held in the name of the JWSC will be properly authorized by resolution of the JWSC.

All investment activity is required to be in compliance with Chapter 83 of Title 36 of the Official Code of Georgia, which establishes guidelines for local government investment procedures.

The JWSC may invest funds subject to its control and jurisdiction in the following:

1. Certificates of Deposit (CD's) issued by banks insured by the Federal Deposit Insurance Corporation (FDIC). Deposits in excess of FDIC coverage must be collateralized by securities with a market value equal to at least 110% of the deposit. Only those securities described in Georgia Code 50-17-59 can be pledged as collateral;
2. Obligations issued by the United States government;
3. Obligations fully insured or guaranteed by the United States government or a United States government agency;
4. Obligation of any corporation of the United States government;
5. Obligation of the state of Georgia or of other states;
6. Obligation of other political subdivision of the state of Georgia;
7. The Local Government Investment Pool of the state of Georgia managed by the State Department of Administrative Services,  
Fiscal Division; and
8. Prime Banker's Acceptances.

#### **D. Prudence**

The standard of prudence to be shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Under the "prudent person" standard, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable revenue to be gained.

The Director of Finance and all designees acting in accordance with written procedures, this financial policy, and exercising due diligence shall be relieved of personal responsibility for an particular security's credit risk or market price changes (interest risk), provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse conditions.



### **E. Diversification**

The JWSC agrees with the premise that diversification is an important component of portfolio security. Therefore, the JWSC shall endeavor to maintain an adequate level of diversification among its investments. The JWSC shall not be over invested in any one type of instrument or financial institution. No more than 25% of the total investment portfolio shall be placed with a single issuer. This limitation shall not apply to the Local Government Investment Pool, direct obligations of the United States government or obligations fully insured or guaranteed by the United States government or a United States government agency.

### **F. Maturities**

To achieve the aforementioned objective of adequate liquidity within the portfolio, the JWSC shall attempt to match investment maturities with anticipated cash flow requirements. Unless matched to a specific cash flow, the maximum maturity of any instrument in the portfolio may not exceed five years from the date of acquisition. In order to preserve liquidity and to lessen market risk, no less than 25% of the total portfolio must mature in less than one year. The maturity of non-negotiable time deposits may not exceed one year.

### **G. Safekeeping and Custody**

All investment securities purchased by the JWSC shall be delivered against payment and shall be held in a third-party safekeeping account by the trust department of a bank insured by the Federal Deposit Insurance Corporation. The Director, or designee, shall be responsible for the selection of a financial institution for this purpose, as well as the execution of a written safekeeping agreement with the trustee.

All cash and cash equivalent deposits must be collateralized in accordance with the Georgia Secure Deposit Program (SDP) as administered by the Office of the State Treasurer. Only those securities described in Georgia Code 50-17-59 can be pledged as collateral.

### **H. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process will refrain from personal business activity that would conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials (brokers) will disclose to the Director any material financial interests in financial institutions that conduct business with the JWSC, and they will further disclose any material personal financial/investment positions that would be related to the performance of the JWSC portfolio.

### **I. Relationships with Banks and Brokers**

The JWSC will select depositories through its purchasing procedures, including formal requests for proposals issued as needed. In selecting depositories, objective business criteria will be used. To the extent possible, preference will be given to depositories located within Glynn County and the City of Brunswick. The creditworthiness of the institutions will be a fundamental consideration.

### **J. Report on Deposits and Investments**

Monthly investment reports will be submitted to the Director by the Director of Finance. Reports should include a current portfolio yield for each investment pool and for the portfolio as a whole and a percent of available funds invested. The report shall also provide a list of investments and accrued interest as of the last day of the quarter. The Investment Report will be shared by the Director of Finance with the JWSC on at least a quarterly basis.

### **K. Performance Evaluation**

The Director of Finance will seek to achieve a market average rate of return on the portfolio. Given the special safety and liquidity needs of the JWSC, the basis used to determine whether market yields are being achieved shall be based on a comparable benchmark.

## **FORM 10**

### **OPTION 3**

#### **INVESTMENT SERVICES**

#### **EXCEPTIONS AND ALTERNATIVE SERVICES**

*(To be typed on company letterhead)*

Please fully explain any exceptions to the RFP's specifications and any alternative services you propose in their place. Costs of these exceptions and alternative services should be carried forward to **Form 11** - Cost of Investment Services Form and shown in the Other Charges Section.

# FORM 11

## OPTION 3 INVESTMENT SERVICES COST PROPOSAL

Description	Average Items per Month	Cost per Item
<b>Account Services</b>		
Investment Calls	1	
Investment Purchases	35	
Investment Sells	35	
Investment Safekeeping	75	
Investment Pricing	75	
Investment Account Maintenance	6	

---

**Signature of Authorized Representative**

---

**Print Name of Authorized Representative**

---

**Company Name**

---

**Date**

# FORM 12

## OPTION 3

### INVESTMENT SERVICES

#### TRANSMITTAL INFORMATION

REQUEST FOR PROPOSAL: RFP NO. 23-015

PROPOSAL SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Signature)

Authorized Representative: \_\_\_\_\_  
(Typed Name)

By signing this proposal, the undersigned, as an officer, principal, or partner of the firm, certifies that this proposal is made without any understanding, contract, or connection with any other person, firm or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and is free of collusion and fraud. **The undersigned Proposer understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete.** The undersigned represents that the Proposer accepts and this proposal complies with the terms, conditions, mandates, and other provisions of the Proposal Documents.

Further, the signing of this proposal is a representation that Proposer has read and understands the Proposal Documents, and that the various statements required by the Proposal Document package and contained in this Proposal are true.

## **VENDOR INFORMATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**

*and*

House Bill 87, also known as, The Illegal Immigration Reform and Enforcement Act of 2011

**Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.**

**O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”**

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the JWSC.

**All contractors must complete the attached “CONTRACTOR AFFIDAVIT”\*\*\*\*. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”**

\*\*\*In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.

## CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Brunswick Glynn Joint Water and Sewer Commission*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Company ID Number (*numerical, 4-7 digits*)

\_\_\_\_\_  
Date of Authorization

**\*\*See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

\_\_\_\_\_  
Name of Contractor

**Banking, Merchant and Investment Services - RFP No. 23-015**

\_\_\_\_\_  
Name of Project

**Brunswick-Glynn County Joint Water and Sewer Commission**

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_ 2022 in \_\_\_\_\_ (City), \_\_\_\_\_ (State)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

# FORM14

## INSURANCE CHECKLIST BANKING, MERCHANT AND INVESTMENT SERVICES RFP NO. 23-015

### CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidder's Limits/Response
X	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability</b>		
X	2. General Liability Premises/ Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability</b>		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	



Required Coverage(s)		Limits (Figures denote minimums)	Bidder's Limits/Response
	18. XCU (Explosive, Collapse, Underground)		
	19. USL&H (Long Shore Harbor Worker's		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
<b>X</b>	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<b>X</b>	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to JWSC at least 30 days prior to		
<b>X</b>	24. The JWSC shall be named Additional Insured on all policies		
<b>X</b>	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

\*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# FORM 15

Form

## W-9

(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <input type="text"/> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► <input type="text"/>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <input type="text"/>  Exemption from FATCA reporting code (if any) <input type="text"/>  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<input type="text"/>	<input type="text"/>
<b>or</b>	
<b>Employer identification number</b>	
<input type="text"/>	<input type="text"/>

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

# FORM 16

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He (she) is the (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Company that has submitted the attached proposal.
- (2) He (she) is fully informed respecting the preparation and contents of the attached proposal and all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and not a collusive or sham bid.
- (4) Neither the said company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other company, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix the price or prices in the attached proposal or of any other company, or, to fix any overhead, profit or cost element of the attached cost proposal or the cost proposal of any other company, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the JWSC of Brunswick, Georgia or any person interested in the proposed contract; and,
- (5) The prices provided in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or any of its agents, representatives, owners, employers, or parties in interest, including this affiant.

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Name: \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

# FORM 17

## CONTRACT SIGNATURE PAGE

### Banking, Merchant and Investment Services

### RFP 23-015

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE JWSC.

\_\_\_\_\_  
Witness as to the signing of the contract

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Witness as to the signing of the contract

\_\_\_\_\_  
Print Name and Title of Signatory

(Corporate seal, if applicable)

Company: \_\_\_\_\_

*Company Corporate Address*

*Company Service Address*

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

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

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### BRUNSWICK- GLYNN COUNTY JOINT WATER AND SEWER COMMISSION

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
G. Ben Turnipseed, Sr., Chairman

ATTEST:

\_\_\_\_\_  
Janice Meridith, Commission Clerk