



## **REQUEST FOR PROPOSALS 2017-0831-001 Banking Services**

The Treasurer of Morgan County will accept proposals from all interested financial institutions to provide banking services to Morgan County until 9:00 A.M. MST on Thursday, August 31, 2017 at the office of the County Commissioners, 218 West Kiowa Ave, Fort Morgan, Colorado, at which time all proposals will be publicly opened and read aloud. Location of bid opening will be at 231 Ensign, Fort Morgan, Colorado, assembly room, basement of the Administration Building.

The bid documents are on file in the office of Administrative Services Department at 218 West Kiowa Avenue, Fort Morgan, CO and also on the Morgan County Website at [www.co.morgan.co.us](http://www.co.morgan.co.us)

All proposals can be submitted as follows:

- **Email** - Proposals may be emailed to: [bccadmin@co.morgan.co.us](mailto:bccadmin@co.morgan.co.us) Emailed proposals must include the following statement on the email: **“I hereby waive my right to a sealed proposal”**. An email confirmation will be sent when the County receives the proposal within 24 hours of normal business hours. The additional three copies of the proposal requested must be submitted as hard copies via mail or hand delivery.
- **Hand delivery** - Two (2) copies of the proposal may be hand delivered to the Office of the Board of County Commissioners, 218 W. Kiowa Ave. Fort Morgan, CO 80701.
- **Mail** - All proposals must be clearly marked on the envelope **RFP 2017-0831-001 Banking Services**. Please address as follows:  
Morgan County  
Attn: Kristi Waite, Administrative Services Manager  
218 W Kiowa Ave  
Fort Morgan, CO 80701

The Board of County Commissioners reserves the right to reject any or all Proposals and waive any formalities.

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Kristi Waite  
Administrative Services Manager  
Morgan County Colorado

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The Treasurer of Morgan County will accept proposals from all interested financial institutions to provide banking services to Morgan County.

In this Request for Proposals for Banking Services, the following terms shall apply:

- (a) “Bank” refers to the eligible financial institution submitting the proposal
- (b) “County” refers to Morgan County government
- (c) “RFP” refers to the Request for Proposal
- (d) “Treasurer” refers to the Treasurer of Morgan County

<b>Tentative Schedule</b>	
<b>August 2, 2017</b>	RFP’s made available
<b>August 31, 2017</b>	Bids must be in possession of the County <b>no later than 9:00 A.M.</b>
<b>September 1 – 29, 2017</b>	Review proposals and accept presentations
<b>October 10, 2017</b>	Recommendation to Board of County Commissioners
<b>November 1, 2017 or as soon as possible thereafter</b>	Commencement of banking services

## **BID QUALIFICATIONS**

All bidders must certify in their proposals that they meet the following qualifications. Failure to make such certifications may be cause for rejection of the proposal.

1. The financial institution must be designated as an eligible depository by the banking board of the Colorado Division of Banking pursuant to the “Colorado Public Deposit Protection Act” (§11-10.5-101, *et. seq.*, C.R.S.).
2. The Bank must have a full service banking facility located within Morgan County. If the Bank does not have a banking facility located within one mile of the Morgan County Treasurer’s office in Fort Morgan, the proposal should include arrangements for the transfer of documents and deposits between the Bank and the Treasurer.
3. The Bank must be able to exhibit a rating of average or better by a recognized bank rating service for the most recent available reporting quarter before the time of selection.
4. The Bank shall provide the following assurances in its response:
  - a. County deposits in excess of the Federal Deposit Insurance Corporation coverage shall be secured by the pledge of eligible collateral having a market value, at all times, in excess of one hundred two percent (102%) of the aggregate of said uninsured deposits. The collateral must meet the requirements set forth in the Colorado Public Deposit Protection Act.
  - b. Throughout the agreement, the Bank must continue to be an “eligible public depository.” The County shall be notified immediately if the Bank ceases to be an eligible public depository or becomes subject to regulatory oversight.
  - c. Upon request the Bank will supply a letter and/or report designating the total securities pledged to cover the total public deposits for each month.
  - d. Upon request the Bank will furnish the County with its annual report
  - e. The Bank shall at all times in the proposal and contracting process comply with all applicable state and federal anti-discrimination laws, rules, regulations and requirements.
5. The Bank must acknowledge compliance with the Affidavit regarding Illegal Aliens and Gifts attached to this RFP as Exhibit A.

## **BANKING SERVICES TO BE PROVIDED**

In addition to any other services and requirements set forth in this RFP, the Bank shall indicate the scope, detail, and in what manner the following will be provided, if applicable:

### **1. ACCOUNTS**

- a. Main operating account
- b. Commissioner account for County disbursements
  - i. This is a clearing (zero) account funded from the main operating account
- c. Charges for services to be provided
- d. Interest or earning rate
  - i. The specific source and basis of such rate
- e. Estimated average compensating balance required to offset anticipated service charges

### **2. REQUIRED BANKING SERVICES, ONLINE AND/OR ON PREMISES**

- a. Monthly Payroll – Direct Deposit
- b. Transfers between accounts
- c. Incoming and outgoing wire transfers
- d. ACH debits and credits
- e. Data and document accessibility
- f. Online user options
- g. Security features
- h. Remote Deposits
- i. Positive Pay

### **3. OPTIONAL BANKING SERVICES**

- a. After Hours deposits
- b. Courier services
- c. Other services

## PROPOSAL PROCEDURES, TERMS, AND CONDITIONS

1. Completed proposals shall be submitted to:

Morgan County  
Attn: Kristi Waite, Administrative Services Manager  
218 W Kiowa Ave  
Fort Morgan, CO 80701  
Email: [bccadmin@co.morgan.co.us](mailto:bccadmin@co.morgan.co.us)
2. Changes to the proposal process, the time schedule and/or the evaluation criteria may be made at the discretion of the County upon reasonable notice being sent to all parties submitting proposals.
3. All submitted proposals and information included therein or attached thereto after opening of the bids shall become public record upon their delivery to the County.
4. The County shall have the right to reject any or all proposals, to waive any irregularities or informalities in any proposal, and to accept or reject any proposal in whole or in part.
  - a. Banks who do not meet the minimum qualifications will be disqualified.
  - b. Proposals that are submitted late, are incomplete, or do not follow the bidding instructions may be disqualified.
5. By submitting a proposal, the Bank certifies that it has fully read and understood the RFP and has full knowledge of the scope, nature, quantity and quality of the services to be provided, and the terms and conditions under which the services are to be performed.
  - a. No modifications to the proposal are permitted after the due date except at the County's sole discretion.
  - b. The proposal, as submitted, will be considered to be the best and final offer.
  - c. Any exceptions to bid specifications must be listed separately.
  - d. Any costs incurred by a Bank in responding to the RFP shall be borne by the Bank.
6. A written agreement will be executed by the Bank and the County which will include the applicable sections of this RFP, all representations made by the successful Bank in its proposal, and any other provisions which are mutually acceptable to the Bank and the County.
  - a. The agreement may be terminated by the County by giving ninety (90) calendar days written notice to the Bank, which notice shall state the certain date of such termination. This provision may be exercised only after the agreement has been in effect for ninety (90) days. The County, without notice, may terminate the agreement, if the County decides in its sole discretion that the security or availability of County funds is impaired.
  - b. All charges shall remain fixed over the life of the agreement. However, the County recognizes that adjustments in charges may be necessary if the agreement is renewed

beyond the initial agreement. Any such adjustments must be mutually agreed upon by the Bank and the County.

- c. The Bank must name a principal contact person who will be the person in the Bank who is generally responsible for the day-to-day management of the banking services being provided to the County under the agreement. The County shall have the right to require the Bank to replace the principal contact person for the agreement if the County determines such a change is necessary to increase the quality of banking services being provided. Additionally, the County shall be notified as soon as possible of changes in Bank personnel who have significant responsibilities under the agreement. Furthermore, the Bank shall provide access to senior Bank officials if the County determines such access is necessary to improve the quality of banking services being provided.
  - d. The initial term of the agreement shall be for a period of one year beginning as soon as feasible following award of the contract. The agreement may be renewed up to five times not to exceed one year each if the parties agree to such renewals prior to the expiration of each agreement.
  - e. The parties understand that Article X, Section 20 of the Colorado Constitution (often known as “Amendment One” or the “Taxpayer’s Bill of Rights”) prohibits the County from entering into any multi-year financial obligation without advance voter approval or without adequate present cash reserves pledged irrevocably and held for payment in all future fiscal years. Consequently, the County cannot obligate itself to pay for services with funds other than funds appropriated for the current fiscal year and the necessity of requiring a one-year agreement with a provision for renewals.
  - f. The agreement shall include provisions of C.R.S. § 8-17.5-101 *et seq.* and C.R.S. § 24-76.5-101 *et seq.*
  - g. Once an agreement has been signed, the Bank shall not assign, subcontract, or delegate to any other corporation, person, entity or other bank, duties, responsibilities, rights, and benefits to which the Bank is obligated or entitled under the agreement without the written approval of the County.
7. In the event the Bank whose proposal is accepted by the County does not execute an agreement within fifteen (15) working days of receipt of the written notice of acceptance of its proposal, the County may give notice to the Bank of its intent to accept the proposal from another Bank or to call for new proposals.

## **EXHIBIT A**

### **ILLEGAL ALIENS:**

If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *and following*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Colorado Department of Labor and Employment Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract. By executing this contract the contractor/consultant certifies compliance with all federal and state requirements regarding the employment of illegal aliens. Failure to comply with these regulations is a substantial breach of this contract and may be grounds for cancellation of this contract with no right to cure.

### **GIFTS:**

To the extent required by the law, Contractor certifies that it is familiar with the provisions of Article XXIX of the Colorado Constitution (also known as Amendment 41) regarding gifts and is compliant with the provisions of this Article.



**INVITATION TO BID  
2017-0831-001 Banking Services  
Proposal Reply Form**

**Name and Address of Bidder:**

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

Address of Company \_\_\_\_\_

Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_