



REQUEST FOR PROPOSALS

For

County of Dunn, Wisconsin

Administration Department, Purchasing

RFP #2020-07
Banking Services

Proposals must be received
no later than
2:00 pm Local Time, October 29, 2020

SPECIAL INSTRUCTIONS:

All proposals must be sealed and clearly marked "Proposal for Project #2020-07"

Mail or Deliver to:

Dunn County
John McLaughlin - Administration – Finance Division
3001 US Highway 12 East
Suite 225
Menomonie, WI 54751

For further information regarding this proposal, contact John McLaughlin at 715-231-6584 or jmclaughlin@co.dunn.wi.us.

Dunn County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

INTRODUCTION AND PURPOSE

1.1 Statement of Intent

Dunn County is requesting proposals from qualified financial institutions to provide banking services. The County has been receiving banking services free of charge. The County is requesting banking proposals for a 3-year contract for the bank depository services. Under this contract the bank may be provided a compensating balance to pay for all of its required services and will pay to the County daily interest for all demand deposits in excess of the compensating balance.

1.2 Subcontracting

Prior to the implementation of a subcontracted service, Dunn County shall approve any contracts, leases and costs. No right or duty in whole or in part of the proposer under this contract shall be assigned or delegated without the prior written consent of Dunn County.

1.3 Procuring and contracting agency

The Administration Department issues this RFP for Dunn County. The person responsible for managing the procurement process and sole point of contract is:

John McLaughlin, Accounting Manager	Phone 715-231-6584
Administration Department	Fax 715-232-1324
3001 US Highway 12 East Suite 225	Email jmclaughlin@co.dunn.wi.us
Menomonie WI 54751	

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document prior to the submission of the proposal. RFP questions may be submitted until the date/time listed in Section 1.4 via fax, email, or mail (no phone or verbal questions will be accepted). The County is not responsible for the delivery or timeliness of the delivery of any questions submitted. It is the sole responsibility of the provider to ensure delivery of faxed and emailed messages.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency exists in the RFP, the proposer should immediately notify the accounting manager of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide a correction or clarification which revises any part of this RFP, a written amendment will be sent to all recipients of this RFP and posted if applicable. **Questions to any person other than the contact listed above will not receive a response.**

1.4 Calendar of events

Listed below is a schedule showing key dates related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by Dunn County. In the event that Dunn County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP via the internet or email.

Date	Event
10/01/2020	Post RFP
10/08/2020	Proposer Questions Due – 4:00 pm local time
10/15/2020	Dunn County Responses released
10/29/2020	Proposals Due Date – 2:00 pm local time

1.5 Document Opening
Proposals will be opened and the name of the respondent read at the time indicated. Details of each proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after an award has been made and all negotiations are completed.

1.6 Contract term and funding
The Dunn County Treasurer shall be the administrator of any contract resulting from this RFP. The contract shall be effective on the date a contract is signed by both parties. It is specifically understood that any contract is subject to statutory authorization and available funding.

The banking staff to be retained under this contract is intended to become the official financial institution of Dunn County on January 1, 2021 and the contract shall be in force for **three (3) years** if it begins on that date. There shall be annual reviews and options to renew two (2), two-year contracts for up to four (4) additional years upon mutual agreement of both the County and the contractor. All Federal Certifications and Assurances included in this document shall be incorporated into the resulting contract.

Implementation - Upon award (October/November 2020), the banking institution should start the implementation process (i.e. account opening, deposit ticket orders, endorsement stamps, setup of on-line access, information reporting and other services) as outlined in their proposal.

1.7 Amendments to the contract
Amendments to the contract by adding or deleting specific services will be allowed to provide for services required or no longer required by Dunn County. All amendments, modifications or clarifications shall be in writing signed by the Proposer and Dunn County. No payment for services shall be made until an amendment, modification or clarification has been signed by both parties.

1.8 Proprietary Data
Submittals and any other information submitted by Proposers in response to this RFP shall become the property of Dunn County. Proposers must clearly identify any proprietary information that the contractor does not want disclosed to the public. Each page of proprietary information must be clearly marked "CONFIDENTIAL". Dunn County and its contract evaluators and negotiators may use data or information so identified in performing their duties. Disclosure of any proprietary information by Dunn County shall be in accordance with the laws and regulations regarding disclosure in force in the State of Wisconsin.

1.9 Responsibility of Dunn County
The Treasurer of Dunn County shall be the contract person once a contract is signed and will serve as the liaison for Dunn County concerning any contract issues resulting from this RFP. The Treasurer shall be available during regular business hours to address concerns of the provider.

Dunn County will supply additional background information as requested if submitted to Dunn County by the question due date specified in Section 1.4.

2 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions
The evaluation and selection of Proposals will be based on the information submitted in response to the RFP plus information obtained from references. Incomplete submittals and those not meeting the format requirements will be evaluated only if deemed in the best interest of the County. The Proposer should respond with sufficient detail for Dunn County and its evaluators to clearly understand the proposal. The Proposer is expected to respond to all items in as much detail as necessary for Dunn County and its resources to make an objective evaluation of the RFP responses.

2.2 Incurring costs
Dunn County is not liable for any cost incurred by proposers in replying to this RFP. Dunn County reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of Dunn County.

2.3 Proposal Format
RFP submittals must be submitted in the format outlined in this document, referencing each respective section being addressed. Submittals will be evaluated solely on their responsiveness to the requirements of this procurement and not on information which a proposer includes but is not relevant to this RFP.

The response to the RFP shall be submitted in a three-ring or spiral-bound binder with sections tabbed as listed below.

- Table of Contents
- Executive Summary
- Section I - Eligibility Requirements
- Section II – Background, Experience and Qualifications
- Section III - Technical Approach
- Section IV – Financial
- Section V - Performance Contract Documents
- Appendix
- W-9

2.4 Table of Contents
Each RFP shall include a table of contents properly indicating the section and page numbers of the information included. Pages shall be numbered consecutively from the beginning of the document to assist in finding relevant information.

2.5 Executive Summary
Each proposal shall include a concise abstract one (1) page stating the proposer's overview of the project. This should be used to summarize the scope of services that would be offered by your firm.

2.6 Proposers must submit **proposals** by date/time listed in Section 1.4

- One (1) original UNBOUND and three (3) copies BOUND of the proposal;
- One (1) CD or USB Drive
- One (1) original of the cost proposal (Submitted in **SEPARATE SEALED ENVELOPE**).

All proposals shall be date/time stamped in by the Administration Department when received. Proposals not so stamped will not be accepted. Receipt of a proposal by another department in Dunn County does not constitute receipt of a proposal by the Administration Department of this RFP.

Dunn County will not accept electronic or faxed responses. Electronic and faxed responses will be rejected.

All proposals received in response to this request will become the property of Dunn County and will not be returned to the proposers.

2.7 Cost proposal must be on all items
Section 5 contains cost proposal information. All proposals submitted must contain a “total” monthly cost and then a cost per task detailed breakdown.

- 2.8** Fixed price period
All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.
- 2.9** All costs represented
The cost proposal form in Section 5 represents all costs to be considered in making comparisons in order to award the contract. Dunn County will not pay fees for services not itemized on the bid.
- 2.10** Unanticipated services
Dunn County reserves the right to negotiate with the awarded Proposer(s) reasonable fees for services unanticipated or not existing at the time of the awarding of the contract. Dunn County may, at its option, contract for them through an alternative process.

3 PROPOSAL SELECTION AND AWARD PROCESS

- 3.1** Proposal scoring
Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in rejection of the proposal. In the event that all proposals do not meet one or more of the mandatory requirements, the evaluation committee reserves the right to continue evaluation of the proposals which most closely meet the mandatory requirements of the RFP.

The Proposer's response to each of the requirements of this RFP shall be independently evaluated by each member of an evaluation committee, consisting of individuals who have been selected because of their special expertise and knowledge of the services that are the subject of this RFP. Proposers may not contact members of the evaluation committee at any time during this procurement process. The evaluation committee's scoring will be tabulated by the accounting manager, and proposals will be ranked on the basis of their total scores. The cost portions of the proposals will remain sealed and unopened at this time.

Proposer's response must demonstrate an understanding of all the requirements. This may be done by citing how the Proposer has met these requirements in other similar situations. Each proposal shall be evaluated in all areas listed in Section 3.3. Failure of a proposer to provide clear and accurate information within submitted documents may be reflected in the scoring of evaluators. Upon the request of the evaluation committee, the accounting manager may initiate inquiries for the purposes of confirming or verifying proposal information already provided. The evaluation committee and its members will not contact any proposer except through the accounting manager.

An interview process may be deemed necessary by the evaluation committee and may be scheduled with one or more proposers to clarify and explain information given in the written submission. Such interviews shall be scheduled at a time and in a manner agreeable to the proposer, so failure to accommodate or fulfill interview requests from the committee through the accounting manager may result in rejection of a proposal.

In addition to addressing questions from the evaluation committee, firms selected for interviews should be prepared to demonstrate their on-line banking and electronic deposit to include at a minimum, the following items:

On-Line Banking

1. Administration – user setup, security, password resets, system login, token setup
2. Balance review and activity reporting
3. Wire transfers
4. Stop payments

5. ACH transmittals
6. Account to account transfers
7. Check image searches
8. Positive Pay, (ACH and checks) including import of check issue file
9. Paid checks and other debits export
10. ACH and other credits export
11. Monthly statement download/viewing
12. Bank analysis statement download/viewing

Electronic Deposit

1. Check scanning process providing substitute check images
2. Check file transfer to bank
3. Research capabilities
4. Appearance of electronic deposits on-line and on monthly statements
5. Discussion of interface capabilities with third party software and hardware

- 3.2** Right to reject proposals and negotiate contract terms
 Dunn County reserves the right to select the proposal deemed to best meet the requirements of the County, which may not be the lowest cost proposal. The evaluation committee reserves the right to reject any and all proposals at any time during the evaluation process.

The County may negotiate terms of contract with the selected Proposer based on the requirements in this RFP and the selected Proposer’s response thereto. Dunn County reserves the right to waive any irregularities and technicalities that are not germane to a Proposer’s ability to meet the requirements of the RFP.

- 3.3** Evaluation Criteria
 The proposal will be evaluated according to the following criteria:

Section Name	Percentage of Total
Background, Experience and Qualifications	20%
Technical Approach	30%
Costs	50%

- 3.4** Final Evaluation, Award and Final Offers
 Based on information obtained through any inquiries, reference checks and interview process, the evaluation committee shall review their evaluations and may make adjustments to their individual scores. The accounting manager shall make any changes in the scoring tabulation required by these adjustments, and the final rankings will be determined. Once there are no further criteria to be considered, the accounting manager may open and score the cost proposal portions and tabulate final scores.

Dunn County intends to award a contract to the proposer whose response best meets the requirements of the RFP as reflected in the above criteria. The requirements of this RFP reflect the needs of the county.

There is no financial obligation on behalf of the County until a contract is signed. The contract shall be effective on the date of approval by Dunn County. Dunn County shall not be responsible for work done, even in good faith, prior to approval the contract. The selected Proposer will be considered the prime contractor and shall designate a contact person with regard to all contractual matters at the time the contract is signed.

- 3.5** Notification of Intent to Award
All parties who respond to this RFP will be notified of Dunn County's intent to award the contract as a result of this RFP.

Vendor awarded the project will need to complete a Vendor Data Form and W9 located on the Dunn County website before payment can be processed.

http://www.co.dunn.wi.us/index.asp?SEC=4C87B31F-B107-43D5-A199-0C7A9E497919&Type=B_BASIC

4 SPECIFICATIONS

Dunn County is requesting proposals from qualified financial institutions to provide banking services as further defined herein. The County's goal is to obtain the required banking services from a high quality financial institution in the most efficient and cost effective manner possible.

Dunn County is located in western Wisconsin approximately 60 miles east of Minneapolis/St Paul.

Dunn County is organized under the County Executive form of government. The County Manager is responsible for coordinating and directing all administrative and management functions of the County, which are not specifically vested in other elected officials. The legislative body of the County is the Board of Supervisors, which consists of 29 members. From its members, the Board elects a Chairperson and Vice-Chairperson.

CONDITIONS QUALIFYING A BANKING INSTITUTION TO PROPOSE

Designated Depository

Banking institution must be a qualified depository for public funds pursuant to Chapter 34 of Wisconsin State Statutes.

Location

Banking institution are required to maintain a physical business operation in Dunn County in order to accommodate local deposits. A map of all locations within Dunn County should be provided.

Investment Policy

Banking institution must adhere to the investment objectives and restrictions as stated in Exhibit A, Dunn County Investment Policy.

Collateralization of Deposits

Banking institutions are required to enter into a "depository agreement" to pledge collateral to secure all County funds over and above amounts guaranteed by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF) insurance limits and the State Deposit Guarantee Fund in an amount equal to 100% of the County's available balance on a daily basis. All securities serving as collateral shall be specifically pledged to the County (not as part of a pooled fund) and placed in a custodial account in the County's name at a Federal Reserve Bank, a trust department of a commercial bank, or through another financial institution. The custodian may not be owned or controlled by the depository institution or its holding company unless it is a separately operated trust institution. The custodian shall send statements of pledged collateral, to the County Treasurer's Office on a monthly basis. Acceptable collateral and other requirements are specified in Exhibit A, Dunn County Investment Policy.

Financial Information

Banking institution shall provide financial statements for the past two years, including appropriate notes to the financial statements and unqualified auditor's opinion, with their proposal. In addition, proposing banks should submit their most recent bank rating information from applicable credit rating agencies or bank industry analysts.

OVERVIEW

Currently we have a general checking account with a balance of approximately \$2,000,000.00 daily.

REQUIRED BANKING SERVICES

A. Account Descriptions

General Fund

This account is the County's general operating account, and receives all County deposits, either through ACH's or daily deposits. The County's incoming and outgoing wire transfers, ACH payments and electronic fund transfers (EFT) are processed through this account. Direct deposit of the County's payroll is also processed through this account.

Worker's Compensation Claim Payment – at state pool

An account has been established for the County's Worker's Compensation claim payments, at the State Pool. Deposits and withdrawals are made to this account as needed through a transfer from the General Fund Account.

Self-funded Insurance acct – interest bearing

DCHCC

Four accounts are established for the County's Health Care Center (interest bearing checking accounts).

B. Funds Availability Schedule

The banking institution will accept all items delivered to it for deposit to the various accounts included in this Request for Proposal, and will credit the accounts in accordance with Federal Reserve Regulation CC:

1. Funds received via wire transfer and ACH shall be considered immediately available funds.
2. Cash items shall be considered immediately available funds, in conjunction with the banks published Availability Schedule of cut-off deposit times.
3. All other items shall be credited as available funds at such time as prescribed by the bank's Availability Schedule, but in no event later than the availability provided through the Federal Reserve's Regulation CC mandated availability.
4. If the bank, can credit accounts earlier by reason of direct sends or courier trips for obtaining credit availability, then the bank shall credit the accounts at such earlier time.

A copy of the bank's Availability Schedule shall be included in the proposal response.

C. Deposit Slips

The bank will provide deposit slips for all depository accounts

D. Bags and Night Drop Service

What is the latest time deposits can be received by the bank to receive same day credit?

The banking institution will provide secured zippered bags to the County and provide night deposit services as required.

E. Electronic Funds Transfers

The banking institution should be a member of the Automated Clearing House (ACH) system and should have a Fedwire account with the Federal Reserve.

Incoming

As per Regulation CC, the County intends to consider electronic funds transfers (EFT) received by the banking institution prior to the end of the business day as “available for investment” by the County, regardless of the time of the actual receipt by the banking institution. Should an EFT not be received by the banking institution, then the EFT will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

Outgoing

The banking institution agrees to execute any EFT order within one (1) hour after notification by the Treasurer or designee through the bank’s online system, or by telephone. EFT ordered and not received by the destination party by 6:00 PM Central Time will be traced by the banking institution from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a failure to consummate an investment transaction. The banking institution must provide the County with the cut-off time for initiating EFT’s to ensure same day execution.

Online Access

The County Treasurer’s office requires secure access to the banking institution’s online banking website for the purpose of executing wire transfers and initiating ACH credits and debits. Please provide details on your banking institution’s capability for handling automated wire transfers and ACH transactions, including recurring/repetitive wire transactions/templates, as well as the provisions enacted to ensure a secure environment for processing automated wire transfers and ACH transactions.

Daylight Overdrafts

Wisconsin Statutes require that each August 20th, Counties pay all underlying taxing jurisdictions for property taxes collected by the County between February 1st and July 31st, as well as making those jurisdictions whole for the remaining amount of uncollected property taxes. This amount can range between \$16-20 million on an annual basis. These funds are paid by checks or ACH payments. As the County does not routinely maintain balances at those levels in their account, funds are wired in from investment accounts to cover the amount paid out. Depending on the timing of the transfers into and out of the County’s account, the account may show a daylight overdraft. The County expects that when this situation occurs, the bank will not delay execution of the ACH transfers to the underlying taxing jurisdictions.

F. Direct Deposit of Payroll

1. The payroll ACH file is provided by Dunn County to the banking institution in a manner that will permit the banking institution adequate time to send files to the employee’s banks one day in advance of payroll deposits.
2. The banking institution must provide confirmation to the County’s payroll department that the ACH file has been received on the specified day.
3. The banking institution must provide same day notification of all ACH rejections and returns via e-mail to the County Payroll/Administration Department.

G. Monthly Account Statements and Account Analysis

1. The County requires the statements for all accounts to be on a calendar month basis. A sample of the monthly account statement should be included with your proposal.
2. The banking institution will provide detailed monthly statements for each account on-line. These statements should include cleared check numbers and amounts; missing check numbers; deposits by date and amount; and miscellaneous debits and credits.
3. A detailed account analysis showing service levels and price per unit shall be provided for each account on a monthly basis. The County requires the analysis statements for all accounts to be on a calendar month basis. A sample of the monthly analysis statement should be included with your proposal.

H. Account Reconciliation/General Online Access

The banking institution will provide secure, real-time internet access to all accounts. Details regarding the bank's on-line access system should be included in your proposal. Access should offer the capability to view account balances; transaction summaries; transaction detail including debits, credits, checks, deposits and wires; rate of interest paid and amount of interest earned; initiate stop payments and void checks; search and view cleared checks; transfer funds between accounts; generate front and back images of all checks, and provide historical data including search options for specific transactions. The County should be able to initiate on-line wire transfers and ACH transactions with the added security of Secure ID tokens.

The proposal should include information on standard and ad-hoc report generating capabilities as the banking institution will need to provide online capability to download banking transaction details such as check number, date and amount paid, and reference of ACH receipts/disbursements for all debits and credits for reconciliation and research purposes. Currently, reports can be created in several different formats including CSV format which is compatible/downloadable into Excel or BAI2 format which is used for banking integration with the County's general ledger accounting software. The proposal should also include a discussion of security features (i.e. login names, passwords, tokens, data encryption) included as part of the on-line account access system, as well as minimum system browser requirements for users of your online system.

The banking institution will provide training on managing access to the online system for County departments to the County's designated system administrator(s). Banks selected for the interview process should be prepared to demonstrate the capabilities of their on-line access system.

I. Returned Check Processing

All returned checks due to insufficient funds will automatically be re-deposited a second time. The charge, if any, for this process must be included on the Cost Proposal Form with the other banking service costs.

J. Deposits and Error Correction

Deposits will be delivered to and processed at one location. All deposits must be credited at face value. Any debit and credit memos made to correct errors must be accompanied by information identifying the specific error. Any errors caused by the banking institution will not be charged to the County. Corrections of deposit errors must be accompanied by a copy of the corresponding deposit slip.

K. Imaging Services/Record Retention

In addition to the online ability to generate front and back images of all checks, the selected banking institution shall either provide a copy of requested check information or provide and update software needed for the County to search, retrieve and reprint checks as required under Wisconsin State Statute 59.52(4).

L. Positive Pay

The County will submit an electronic file of accounts payable check data to the bank on the date that checks are issued. These files will be submitted in a format suitable for use by the bank. The banking institution should indicate what format(s) it can accept for positive pay files. On a daily basis, cleared checks should be matched against the submitted files and any exceptions reported by electronic means to the County Treasurer's Office for approval prior to payment. Positive Pay is only used on the Accounts Payable and Payroll accounts. The County is willing to use Payee Positive Pay, if the format of our checks complies.

M. ACH Fraud Filter

A fraud filter for ACH transactions should be established for all accounts. This filter will limit the ability of outside parties to execute ACH debits against these accounts unless the County grants specific permission for them to do so.

N. Resource Personnel/Meetings

The selected banking institution shall provide a management level personal contact and an alternate to be available to address problems and concerns. The designated account representative shall communicate any observations or trends to the Treasurer and be available to meet with Dunn County staff as needed. In addition, the banking institution will keep the Treasurer informed of any new banking industry services.

O. Remote Deposit

The selected banking institution will provide remote deposit capture equipment, including software, installation, training, maintenance, and support for the County. This will allow the County to electronically transmit and process checks for deposit and collection. If the ability to submit by remote deposit capture is unavailable due to either software or hardware issues either by the County or the selected banking institution, the County reserves the right to submit a regular deposit. Every attempt will be made to utilize remote deposit capture.

P. Implementation Plan

The banking institution should outline its plan for implementation should they be chosen to provide the services requested in this RFP. The implementation plan should include the average lead times for implementation of services to include: account opening, deposit ticket orders, endorsement stamps, set-up of on-line access, information reporting and other services

COMPENSATION

The selected banking institution will prepare on a monthly basis a billing for services rendered. The billing should be in a format that allows for reconciliation (using similar terms, format, etc.) as delineated in the Cost Proposal Form.

Fees for any new services that were not detailed in Cost Proposal Form must be agreed to in writing between the County and the banking institution prior to initiation of such fees and services.

INTEREST EARNINGS

Rate – Interest earnings will be computed in strict accordance with the negotiated rate included in the proposal. The negotiated rate will be a fixed daily rate which bears a direct relationship to the Daily Fed Funds rate as published on the web site of the Federal Reserve Bank of New York (www.newyorkfed.org).

Earning Balances – Interest shall be paid on total collected balances in the accounts at the end of the day, and shall be credited on the last day of the month.

OTHER OPTIONAL SERVICES

The proposer may list any other services that they offer and feel may be of interest to the County, but are not included in this Request for Proposal on the second tab of the Cost Proposal Form. Any other optional services listed will not count towards the final score for evaluation purposes.

4.1 Section I – Eligibility Requirements

Explain how your financial institution qualifies to provide the services requested; specifically address the following:

- Designation Depository
- Location (include map)
- Investment Policy
- Collateralization of Deposits
- Financial Information

4.2 Section II – Background, Experience and Qualifications

Section II should provide an overview of the organization's approach to this project. This may include an organizational vision or mission statement. Include your firm's experience and commitment in working with governmental bodies.

- A. **Firm Profile:** Provide general information on the responding firm, including: name, business address, telephone number, officers of the firm, and contact person(s) for this procurement. Provide the year the Proposer's firm was established, and former firm name(s) if applicable. State the number of years your firm has offered these services. Indicate the number of full-time personnel employed by your firm. Identify the individual(s) in your firm who administer these contracts, and the individual who will be the project administrator for the Dunn County contract.

List any accreditations or qualifications of the individual(s) who will administer the Dunn County project. Also, describe how your firm will assure the competence and qualifications of individuals who will be assigned to the Dunn County project.

- B. **References:** Provide at least three (3) relevant client references (prefer public sector). Each reference should include the following:
- Project Identification: Name of project owner and type of project. Dunn County is especially interested in receiving references from projects that most closely match our process. Please note the contracts that were for government clients.
 - Project Date: Start and end dates
 - References: Names and contact information of references

4.3 Section III – Technical Approach – Scope of Banking Services

Account Descriptions – Affirm your understanding of the various accounts requested and your ability to provide them.

- a. General Fund
- b. Self-Funded Insurance
- c. Neighbors Trust Funds

Funds Availability Schedule – Attach or list your funds availability schedule.

Deposit Slips – Affirm your ability to provide deposit slips for all the various accounts and the steps required to obtain additional when needed.

Bags and Night Drop Services – Affirm your ability to provide secured zipper bags for deposits and your ability to provide night drop services if needed.

Electronic Funds Transfer – Confirm you are a member of the Automated Clearing House and can provide the various transfer listed. Be specific by type, 1) Incoming, b) Outgoing, c) Online Access.

Disaster Recovery Plan – Provide description of back-up and disaster recovery procedures.

Direct Deposit – Affirm your understanding of the direct deposit process and your ability to comply.

Account Reconciliation – Affirm your understanding of the desired process and your firm's ability to comply. Indicate what data formats are available for files being transferred to the County.

Monthly Account Statements – Affirm your understanding of statements and your firm's ability to comply with the desired timeframes. Include a sample monthly bank and account analysis statement.

On-Line Access – Provide detailed information about your bank's on-line system as notes in the RFP, i.e. ability to view account balances, transaction summaries, transaction detail including debits, credits, checks, deposits and wires; initiate stop payments and void checks, viewing cleared checks, transfer funds, search historical data, etc. Include information on standard and ad-hoc report capabilities, security, minimum system requirements, training, etc.

Returned Check Processing – Affirm your understanding and compliance with this section.

Deposits and Error Correction – Affirm your understanding and explain the process to correct errors to assure compliance with this section.

Imaging Services – Affirm your understanding and compliance to this section. Describe how you would provide this service and adhere to the records retention requirements.

Positive Pay – Affirm your understanding and compliance to this section. Describe how you would provide this service and confirm what file formats you can accept from the County.

ACH Fraud Filter – Affirm your understanding and compliance with this section. Describe how you would provide this service.

Meetings – Affirm your understanding and compliance to this section.

Remote Deposit – Affirm your ability to provide this service. Describe how you would provide this service. Include any costs in your response below.

Implementation Plan – Provide a detailed implementation plan addressing lead time for the implementation of services. Be specific to each item listed in the RFP.

Compensation – Affirm your understanding and compliance to this section.

Optional Services – Explain any additional or optional services offered by your firm.

Technical Capabilities – The proposer should highlight any technological capabilities or advances that they have developed that would benefit the County as part of the banking relationship. This should include additional details regarding your institution's on-line access system – what capabilities are available, functionality, security, reporting, etc.

Business Processes – The proposer should describe the business processes they have implemented to ensure that the County's banking transactions (both electronic & non-electronic) are processed in a timely and accurate manner. The proposer should discuss its Business Continuity Plan to ensure the

County does not experience a disruption of service. The proposer should also discuss their plans for ensuring adequate backup staff to allow for timely and accurate processing of the County's transactions during the absence of a key staff member.

Bank Rating – The proposer should provide a statement with their proposal and signed by an appropriate officer of the bank, attesting to the most current Community Reinvestment Act (CRA) rating of the bank, and giving the date the rating became effective. The proposer should also provide its most recent bank rating information from applicable credit rating agencies or bank industry analysts.

Additional Information – Provide any additional information that is pertinent to this RFP. For example:

- Cut-off time for initiating wire transfers to ensure same day execution
- Details on your institution's capability of handling automated wire transfer and ACH transactions
- Samples of monthly account and analysis statements
- Funds availability schedule
- Financial statements (last 2 years)
- Other

4.4 Section IV – Financial Information & Stability

The Contractor, including any subcontractors, must have the financial capability to undertake the requirement of this request for proposal. In order to demonstrate its financial capability, Dunn County may require the submission of some or all of the financial information detailed below by both the Contractor and subcontractor if applicable. The requested information must be provided within five (5) working days of Dunn County's written request. Information that may be requested by the County would be as follows:

- a) Audited Financial Statements for the Respondent's last two (2) fiscal years or for the years that the Respondent has been in business if this is less than two (2) years, including as a minimum the Balance Sheet, Statement of Retained Earnings, Income Statement and any notes to the statements.
- b) If the date of the Financial Statements provided in A) above is more than three (3) months from the date on which Dunn County requests this information, the Respondent must also provide Interim Financial Statements consisting of a Balance Sheet and year to date Income Statement, as of two (2) months prior to the date of Dunn County's request.
- c) Evidence by certification from the Chief Financial Officer or an authorized signing officer of the Respondent, regarding the accuracy of any financial information provided.
- d) Formal certification on proposer's stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor is there any current intention of filing any type of bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type, formal certification will take on the form of a written explanation of such filing, complete with history and current status.
- e) A confirmation letter from the Respondent's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the date of Dunn County's request.
- f) If any proposal is submitted by a joint venture, then the specific financial information requested may be required from each member of the joint venture depending on the magnitude and impact of their role in the joint venture.
- g) If the Contractor or subcontractor is a subsidiary of another company, then the specific financial information requested is also required from the parent company.

The Contractor will be required to provide the County with a Letter of Credit (LOC) suitable to the County. This requirement may, however, be waived by the County, in the event the Contractor can demonstrate strong financial stability/condition to the County. The required Contractor's LOC will be an

amount equal to the total cost of one contract year. The LOC would then be released after the contract expiration date.

Said letter of credit shall be maintained for the life of the contract. The Letter of Credit shall be valid for a minimum of one year to a maximum of five years. If for one year, the Letter of Credit must be renewed annually. The Letter of Credit must be in effect before the Contract is executed.

4.5 Section V – Performance Contract Documents

A. Contract Documents: Provide a copy any contract documents that you propose be used for this project.

4.6 Appendix

A. Official Statement by Proposer: The RFP submittal must contain a statement to the following effect, signed by an individual authorized to bind the Proposer:

- Summarize that you understand the RFP requirements;
- Indicate who will be the Proposer's authorized representative, including name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the Proposer;
- The Proposer has read and agrees to the terms and conditions set forth in this RFP;
- The terms and conditions set forth in the submittal will remain open for at least 120 days from the deadline for submittal;
- Commitment to beginning the project within 45 days of finalizing the contract;
- Proposer understands Dunn County may award a contract in part, in full, or give no award at its discretion;

Submittals must be signed by a company official(s) authorized to commit to such submittals. **Failure to execute, sign and submit this form together with all required copies of the submittal package will be a basis for disqualification.**

NOTE: Proposers are encouraged to include any additional descriptions of their qualifications and experience germane to the requested information in the Appendix. Any lengthy documents should be summarized in the main body of the qualifications with supporting information included in appendixes.

5.0 COST PROPOSAL - All pricing must be firm for the term of the contract. Continuation beyond 12/31 of any year is subject to the appropriation of funds in succeeding fiscal year/years by the proper County Officials. Proposers must fill out the attached **“Dunn County – Cost Proposal and Signature Page”**.

REQUIRED BANKING SERVICES (to be computed on Bid Form)

- A. Checks:** The bank shall provide a per unit charge for the processing and posting of each check.
- B. Deposits Processed:** The bank shall provide a per unit charge for each separate deposit made on behalf of the County.
- C. Processing of Deposit Items:** The bank shall provide a per unit charge for the processing and clearing of each deposited check. For the purpose of this quotation, all currency or coin included in a deposit is considered as one deposit item.
- D. Stop Payments:** The bank shall provide to the County a stop payment procedure for County-issued checks. The bank shall provide a per unit charge for each stop payment request.

- E. Transfers To and From Accounts:** The bank shall compute a per item cost.
- F. Wire Transfers:** The bank shall compute a per unit cost for each wire transfer outgoing and incoming.
- G. ACH Funds:** The bank shall compute a per unit cost for Automatic Clearing House transfers received.
- H. NSF Checks:** The bank shall computer a per unit cost for each NSF.
- I. Supplies:** deposit slips and rubber account stamps necessary for its in-house operation. These items will be ordered according to County specifications.

The charge for each of these required services listed above shall be entered on the Cost Proposal. The charges shall be extended based on an estimated volume to determine a monthly compensating balance requirement.

**Cost Proposal & Signature Page
2020-07 – Banking Services**

Section I.	Estimated No. of Units Monthly		Basis of Computation		Total Monthly Cost (Column 1 x 2)
A. Processing Checks	498	X		=	
B. Deposits Processed	33	X		=	
C. Processing of Deposited Items (In Branch):					
On Us Items	16	X		=	
Clearing Other Banks	8	X		=	
Processing of Deposits (Remote):	41	X		=	
On Us Items	248	X		=	
Remote Local/Next Day	1,962	X		=	
D. Stop Payments	2	X		=	
E. Transfer to and From Accounts	10	X		=	
F. Wire Transfers					
Out	7	X		=	
In	3	X		=	
G. ACH Funds					
Out	2,243	X		=	
In	83	X		=	
H. NSF Checks	2	X		=	
I. Re-deposited Item Fee	2	X		=	
J. Debit/Credit Memos	279	X		=	
K. Currency Purchase	1	X		=	
L. Roll Coin Purchase	1	X		=	
M. Positive Pay Per Item	507	X		=	
Other Services					
N. Monthly Maintenance Fee				=	
O. FDIC Charge				=	
P. Cost to Collateralize Funds over Insured Limit				=	
Q. File of Checks/Deposits for Automatic Clearing				=	
R. Miscellaneous				=	
Total Monthly Services Cost (Total A – R)				=	

**Cost Proposal & Signature Page
2020-07 – Banking Services**

Computation of Compensating Balance

Note 1 The number of units estimated in column one are based on a recent annual average month usage. These units are estimated and should not be construed to be the actual usage.

Note 2 Compensating Balance Calculation: _____
 Reserve Requirements: _____
 Earnings Requirements: _____ Annual \$1 of Annual Cost
 Shall Require: \$ _____ Compensating Balance

Note 3 Excess Funds Investment Rate: Funds on deposit in excess of the compensating balance shall require daily interest earned and credited monthly. The rate shall be the 13 week Treasury bill rate + or = _____ (indicate) basis points.

BASIS OF AWARD

1.	Total average collected daily balance	\$ <u>\$2,718,893.28</u>
2.	Total compensating balance required for service costs	\$ _____
3.	Total available investable funds daily (Item #1 minus #2)	\$ _____
4.	Basis point(s) adjustment (if any)	+ or - _____
5.	Total adjusted available investable funds daily	\$ _____

**Cost Proposal & Signature Page
2020-07 – Banking Services**

Section III – ACH Services for Direct Deposit of Payroll.						
Initial Costs:						
Software Licensing Fee/Start-Up					=	
Additional Software Training (if needed)					=	
	Estimated No. of Units Monthly		Basis of Computation		Total Monthly Cost (Column 1 x 2)	
A. Monthly Maintenance Fee	1	X		=		
B. Transmissions	2	X		=		
C. Transactions Originated	1,496	X		=		
D. Items Returned	2	X		=		
E. Notification of Change	2	X		=		
F. Other Charges		X		=		
Total Monthly Costs (Total A – F)					=	

Authorized Signature	Name (Please Print)	Title
Name of Firm	Street Address	City/State/Zip
Date	Phone #	Fax#
Email Address		

NOTE: Bids must be submitted to Administration Department not later than **2:00 pm local time, October 29, 2020**. Late bids will be returned unopened. Please seal this Proposed Cost Sheet in a separate envelope and clearly mark "Sealed Bid for Project #2020-07."

PROPOSAL SUBMISSION REQUIREMENTS

- A. **No information provided verbally, or by any other personnel, will be considered binding.** All proposers should use this written document and its attachments as the sole basis for proposal at this time.

Additionally, DUNN COUNTY prohibits communication initiated by the proposer to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

- B. **CONTENTS OF PROPOSAL** - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of selected finalists, it shall be at the proposer's expense. However, an award may be made without discussion with the proposers. Therefore, proposers are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

- C. **NONCONFORMING TERMS & CONDITIONS** - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non-responsive. Dunn County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

- D. **ALTERNATE PROPOSALS** - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its prime proposal. The County may consider or reject any or all alternate proposals submitted.

- E. **RESERVATIONS** - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. Dunn County reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Dunn County to do so.

- F. **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS** - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

- G. **AMENDMENT OF PROPOSALS** -

By County: Requests for Proposals may be amended by the Administration – Finance Division in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc.

By Vendor: Proposals may only be amended after receipt by the Administration – Finance Division by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by Dunn County.

- H. **WITHDRAWAL OF PROPOSALS** - Proposals may be withdrawn only in total and only by a written request to the Administration – Finance Division prior to the time and date scheduled for opening of proposals.

- I. **OTHER CONSIDERATIONS** - Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the proposer as deemed appropriate.

CONTRACTUAL REQUIREMENTS

INSURANCE REQUIREMENTS – Proposer shall agree that it will, at all times during the term of the contract, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Dunn County will be named as additional insured with respects to General Liability. Prior to execution of the written contract, the successful proposer shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or no renewal during the term of the contract.

OSHA and Worker's Compensation and Employer's Liability Insurance – Maintain and comply with OSHA rules and regulations while on Dunn County premises and Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. The County shall not be liable to successful Resident, its employees, or subcontractors for any injuries to them arising out of the performance of work under this agreement. Successful Proposer agrees and shall ensure that its subcontractor's and each of their worker's compensation insurance carriers shall agree to waive any and all rights of recovery from the County for worker's compensation claims made by their employees. The successful Proposer agrees that the indemnification and the hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employee.

Professional Liability – When required, minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, covering the period of this agreement/contract.

Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Proposer shall not allow any subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor and approved by Dunn County.

APPLICABLE LAW - Any law suits related to or arising out of disputes under this contract shall be commenced and tried in the Circuit Court of Dunn County, Wisconsin and Dunn County and successful proposer shall submit to the jurisdiction of the Circuit Court for such lawsuits.

NONDISCRIMINATION -Dunn County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental handicap in regard to any position for which qualified.

Further you are advised that as a contractor, subcontractors, vendor, or lessee of Dunn County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age, or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirements of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part you may be declared ineligible for further contracts or purchase orders

INDEPENDENT CONTRACTOR STATUS - The Proposer agrees that it is an independent Contractor with respect to the services provided pursuant to this contract. Nothing in this contract shall be considered to create the relationship of employer and employee between the parties.

AMENDMENTS TO CONTRACT - This contract may be modified only by written amendment to the contract, signed by both parties.

6. **AUDITOR ACCESS** - In the event that Dunn County deems it necessary to conduct an audit or inspection, Proposer shall, during normal business hours, furnish or make available at a time designated by Dunn County and in the form required by Dunn County, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Proposer's custody or control.

Proposer shall provide Dunn County inspectors or auditors access to all property, equipment and facilities in Proposer's custody or control relating to this contract. Proposer shall be expected to provide, at Proposer's expense, reasonable time by Proposer's personnel as may be required for Dunn County inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

7. **PUBLICITY RELEASES** – Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Dunn County.

8. **INDEMNIFICATION AND DEFENSE OF SUITS** - The Proposer agrees to indemnify, hold harmless, and defend Dunn County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful proposer, its employees, agents or subcontractors.

9. **FORCE MAJEURE**. If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds fifteen (15) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Contract.

10. **TERMINATION OF CONTRACT** - If through any cause, the Proposer shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Proposer shall violate any of the covenants, agreements or stipulations of this contract, Dunn County shall thereupon have the right to terminate this Contract by giving written notice to the Proposer specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Proposer under this contract shall, at the option of Dunn County, become the property of Dunn County.

Notwithstanding the above, the Proposer shall not be relieved of liability to Dunn County for damages sustained by Dunn County by virtue of any breach of the contract by the Proposer, and Dunn County may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due to Dunn County from the Proposer is determined.

Dunn County further reserves the right to terminate this contract at any time for any reason by giving vendor a minimum of sixty (60) days written notice by return receipt mail of such termination. In the event of said termination, vendor shall not reduce its activities hereunder unless agreed in advance by Dunn County. The vendor will be paid according to the contract for services rendered through the date of termination.

The successful vendor may, at its option, terminate the contract, once executed, upon the failure of Dunn County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, vendor shall be paid the compensation due for all services rendered through the date of termination. Written notification of termination must be delivered to Dunn County at least one hundred twenty (120) days before the effective date of termination.

The vendor must cooperate with Dunn County in the event of termination so as to ensure that Dunn County can maintain continuity of service delivery.

11. **PREVAILING WAGE** - The contractor shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage requirements (State Statute 66.0903) if applicable.

12. **INVOICING** - The County is subject to payment provision of 1989 Wisconsin Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the contractor waives the right to collect interest under 1989 Wisconsin Act 233 if payment is not made within thirty (30) days.

13. **TAXES** – Dunn County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:

1. Dunn County, including all of its departments, is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel engine oil, and aviation fuel. However, Dunn County is exempt from payment of State of Wisconsin sales or user tax on this purchase. Dunn County may be subject to other states taxes on its purchases dependent upon the laws of that state.

2. Contractors performing construction activities are required to pay state user tax on the cost of materials.

3. The Wisconsin Department of Revenue does not issue states sales exempt numbers to Counties per Wisconsin Statute 77.54(9)(a).

14. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By signing this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
15. **CONTRACT** - The Proposer will be required to enter into a formal contract with Dunn County.

VENDOR REFERENCES

Reference #1

- 1) Agency Name _____
Agency Address _____
Contact Person _____ Contact Title _____
Telephone Number _____ Dates/Duration of Services _____
E-Mail _____ Number of WI Clients _____

Reference #2

- 2) Agency Name _____
Agency Address _____
Contact Person _____ Contact Title _____
Telephone Number _____ Dates/Duration of Services _____
E-Mail _____ Number of WI Clients _____

Reference #3

- 3) Agency Name _____
Agency Address _____
Contact Person _____ Contact Title _____
Telephone Number _____ Dates/Duration of Services _____
E-Mail _____ Number of WI Clients _____