



REQUEST FOR PROPOSAL

RFP **052015**
Banking Services

Bay County Finance Department
On behalf of the Bay County Treasurers Office

THOMAS HICKNER
BAY COUNTYEXECUTIVE

REQUEST FOR PROPOSAL- THIS IS NOT AN ORDER OR OFFER

**IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME
MAY BE RETAINED ON OUR BIDDERS LIST**

DATE OF REQUEST	JUNE 5, 2015
REFERENCE PROPOSAL NUMBER	RFP 052015
QUESTIONS FROM PROPOSERS DUE	JUNE 19, 2015 5:00 PM
RESPONSE DUE FROM COUNTY	JUNE 24, 2015 5:00 PM
PROPOSED DATE/TIME REQUIRED	JULY 7, 2015 11:00 A.M.
PRESENTATIONS BY QUALIFIED PROPOSERS	WEEK OF JULY 20, 2015
SUBMIT PROPOSAL TO	BAY COUNTY PURCHASING ATTN: FRANCES MOORE BAY COUNTY BUILDING 7 TH FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY TREASURER’S OFFICE BANKING SERVICES. DELIVER TO THE PURCHASING OFFICE IMMEDIATELY”

Bay County (County) is soliciting competitive sealed proposals from qualified financial institutions to provide various banking services: General Operating Account for daily deposits and accounts payable, Payroll Account, Delinquent Tax Savings Account, Current Property Tax Collection Savings Account, and Credit Card Services for the Bay County Civic Arena, Golf Course and Pinconning Park. The objective is to identify the financial institution that can offer the most comprehensive services at the most competitive rates.

Below is a description of each account, approximate activity and average balances:

General Operating Account:

- Deposits per month (three month average) – 275 with approximately 4,000 – 5,000 deposit items.
- Credits including ACH payments from the federal and state government and transfers from other Bay County deposit accounts – approximately 200.
- Checks cleared and other debits including payments to federal and state government entities and wire transfer to other Bay County deposit accounts.
- Positive Pay average balance \$835,000.

Payroll Account:

- Between four (4) and eight (8) checks written during the summer months.
- Three (3) month ACH average – 1,950.
- \$850,000 deposited every two weeks.

Delinquent Tax Savings Account:

- Average balance \$79,000.
- Daily deposits of delinquent tax payment receipts.
- Holding account until transferred to Bay County Investment Pool.

Current Property Tax Collection Savings Account:

- Used seasonally with most activity occurring between August to October and January to March with an average balance of \$329,052.
- A holding account with daily deposits of current property tax collections, payment receipts and disbursements twice a month.
- At times this account has several million dollars on deposit for two to four week periods.

Credit Card Services:

- Minimal activity for the County's enterprise fund operations.
- Approximately \$30,000 per month, 640 transactions.

BANKING INFORMATION (Section #1):

Financial Strength:

- Provide Copies of your annual financial reports for the past two years.
- Key measures of your financial strength – including asset quality, profitability, liquidity and capital.
- Ratings for your financial institution and/or subsidiary financial institution including ratings for bank financial strength, bank deposits, bank pool, sweep accounts and issuer ratings. List the agency giving the rating and how long the bank has held the rating.

Account Servicing:

- Names, titles, telephone and fax number and email address for key contact personnel as well as a brief resume for each contact.
- Three references of public sector customers of equal size to Bay County who have used service similar to those included in this request.
- Brief description of your experience in serving the public sector, i.e. length of service, variety of services and to what extent you provide the services.

Proximity:

- The location and distance of your nearest branch to each of our following locations:
 - Bay County Building, 515 Center Ave., Bay City, MI 48708
 - Pinconning Park, 3041 E. Pinconning Rd., Pinconning, MI 48650
 - Bay County Golf Course, 584 W. Hampton Rd., Essexville, MI 48732
 - Bay County Civic Arena, 4231 Sherestha Dr., Bay City, MI 48706
 - Bay County Community Center, 800 John F. Kennedy Dr., Bay City, MI 48706

Competitive Position and Future Commitment:

- What differentiates your products and services from other financial institutions?
- What new services or features do you plan to offer and within what time frame?
- Provide any additional information, as an attachment, which you believe to be relevant to this RFP, and your capabilities to provide the services requested, e.g. product brochures and articles in trade journals.

Community Involvement:

- Provide your Community Reinvestment Act score.
- Provide (as an attachment) a one-page description about your involvement in the communities of Bay County.

Disaster Recovery:

- Provide an overview of your disaster recovery plan.
- Provide an overview of the disaster recovery plan for merchant services.

Conversion Plan:

- Describe the overall plan, including factors below, for ensuring a smooth transition from the County's current financial institution to your financial institution.

Equipment and supply purchases: check stock, deposit tickets, endorsement stamps, deposit bags, etc.

- Account set-up
- Web-based products
- Training to County staff
- IT (Information Technology) dependent services such as file transmissions, County-to-Financial Institution connectivity, testing, etc.
- Positive Pay - this technology allows banks to reconcile company issued checks with bank items presented for payment and flag the exceptions. No altered, copied or counterfeited checks are cashed. This clearly helps banks cut down on check fraud losses, but it also helps in two other critical area: Customer Service and Revenue Generation

Indicate what direct costs the County would be responsible for and what costs would be absorbed by the financial institution as start-up costs (at a minimum) covering the areas described below. The plan should include a timetable that your financial institution will be accountable for provided the County meets the required dates.

TREASURY MANAGEMENT – DEPOSITORY & COLLECTION SERVICES (Section #2):

The County has one main general fund depository and disbursement account, as well as various checking and savings accounts. All pooled fund accounts must conform to the County's Investment Policy and to Public Act 20 of 1994 as amended.

Our uncollectible checks are currently presented twice before we are notified by your financial institution and stop payments or positive pay cancellations can be initiated or revoked via web-based banking. We utilize web-based banking to process account transfers, wire transfers, ACH transfers, ACH vendor payments and Positive Pay file uploads.
Deposit Processing:

Please provide your financial institutions availability schedule as an attachment to your proposal.

- What is the cut-off time to ensure same day ledger credit?
- How do you determine and calculate availability of deposit items?
- Do you give immediate availability for on-us items?
- Do you use a standard schedule? Accelerated schedule? How often is it printed?
- Are faster clearing services offered? If so, please provide an overview
- How are discrepancies in the deposit handled?
- Will statements be made available on-line?
- Do you provide deposit tickets? Or do you charge for them?

Armored Car Services:

- Please provide the location i.e. vault or branch that the armored car service must go to and the procedures to be followed to make deposits for the County buildings listed below:
 - Bay County Building, 515 Center Ave., Bay City, MI 48708
 - Pinconning Park, 3041 E. Pinconning Rd., Pinconning, MI 48650
 - Bay County Golf Course, 584 W. Hampton Rd., Essexville, MI 48732
 - Bay County Civic Arena, 4231 Shrestha Dr., Bay City, MI 48706
 - Bay County Community Center 800 John F. Kennedy Dr., Bay City, MI 48706
- What is the cut-off time for your vault or branch for same day credit on armored car deposits?
- May we choose between having our daily deposits go to a branch or to the vault?

Monthly Account Analysis Statements:

- Briefly describe your bank's account analysis reporting system.

Bank Compensation:

- Explain how we compensate your financial institution for service (i.e. explicit fees, compensating balances, or a combination of the two)?
- If the County selects the compensating balance method, please explain how this system works at your institution. Please include the following information:
 - The method for determining the bank's monthly earning credit rates. What is the specific equation used to apply the earnings credit rate to the County's balances and how are the balances calculated? Are the rates indexed?
 - Are there any fees which cannot be offset by balances?
 - Can all accounts be grouped together for the purposes of account analysis?
 - Please provide earnings credit rates for the past 12 months.
 - Do earnings credits roll over from month to month? Annually?
 - May payment be made annually?

Returned Items:

- Please describe your procedure for notification of returned checks deposited into a Bay County Account.
- May return items be automatically re-deposited? If so, how many times?
- May the County set the criteria for automatically redepositing items, i.e. dollar threshold? Represented Check (RCK).

Stop Payments:

Please describe the procedure for initiating stop payments and address the following:

- May stop payments be placed manually? Web based?
- How quickly do stop payments take effect (back room and teller line) and what options are there for revoking stop payments?
- May the period be extended?
- May we request stop payments for a range of checks? What is the limit of the range?
- May stop payments be initiated by someone other than authorized signer(s)?
- If we use Positive Pay, may we cancel a transaction in place of a stop payment? If so, is there a charge?

Wires, Account Transfers and ACH Transactions

- What methods of initiation does your financial institution offer?
- What are the opening hours and the cut-off times in Eastern Standard Time for initiating wires, account transfers and ACH transfers to ensure same-day execution? Is web-based different than phone initiation?
- What is the cut-off time for incoming domestic wire transfers to receive same day credit?
- Does your financial institution wire transfer system have the capability of warehousing instructions for future dated wire and ACH transactions?
- Does your financial institution offer the use of templates for recurring transactions?
- What type of confirmation will the County receive for wires or ACH initiations, i.e. fax, email, web-based?
- How long are histories maintained in your system?
- Please describe your financial institution's internal control and security features related to the initiation and approval of wire and ACH transactions?
- Please describe the back-up transfer methods that are available for wires, account transfers and ACH when internet banking is down.
- Please describe your financial institutions procedure for notification of a returned ACH transaction.

Vault Services:

- What are your requirements for how deposits are to be prepared such as: the number of deposit slips in a bag, the amount of coin – rolled or unrolled and strapped or unstrapped bills?
- What is the cut-off time to ensure same day ledger credit?
- Do you require transit bags and if so, what type? Do you provide bags or do you charge for them?
- Is there an alternate solution for collecting and processing deposits from multiple locations? If so, please provide that solution.

Additional Information:

- Please add an attachment to describe any products or services not specifically mentioned in this section which you offer and which you believe would be beneficial to the County.

TREASURY MANAGEMENT – ACCOUNT SERVICES (Section #3):

For partial reconciliation, the County's internal financial software requires a file of canceled checks cleared the main checking account monthly. All other accounts are reconciled manually. The County also uses Positive Pay.

We utilize web-based banking systems extensively and desire current and prior day activity viewing capability for all bank accounts. In addition, all bank statements should be available on-line. We use ACH web-based origination, validator and direct file send for certain applications. We provide direct deposit of payroll for our employees with unlimited deposit options. The County receives cleared checks for all accounts by either by web-based banking image or by actual check return.

Account Reconciliation Services:

- Please provide a brief description of each account reconciliation service that your financial institution offers.
- Please describe the account reconciliation service product's features including, but not limited to:
 - Data transmission methods
 - File layout
 - Imaging capabilities (including check images)
 - Reporting capabilities – paper vs. electronic vs. web-based
 - Technical capabilities
 - File transmission time windows
 - Notification report delivery methods
 - System requirements
- Please describe the check image storage including but not limited to:
 - Check return – web based
 - Long term availability; up to 7 years access on web-based services should the County change financial institutions.

Positive Pay:

- Please provide a brief description of each Positive Pay service that your financial institution offers including whether or not payee verification is provided. Is Positive Pay protection extended to the teller line and internal control options?
- Please describe the products/features including, but not limited to:
 - Data transmission methods
 - File transmission time windows
 - Notification report delivery methods
 - Notification transmission time windows/response deadlines
 - Cancelling check options, including charges
 - Control options – default, dollar threshold, etc.
 - Imaging capabilities
 - Technical capabilities – web-based
 - System requirements

Information Reporting/Web-Based Financial Institution Services:

- Please provide a brief description of the information reporting services that your financial institution offers with specific attention to web-based banking.
- Please describe the web-based products' features including, but not limited to:
 - Applications/modules available within the service
 - Hours of access
 - Level of detail provided for current and previous day's information, including how long available
 - History retention
 - Export capabilities
 - Technical capabilities
 - Reporting – paper vs. electronic vs. web-based
 - System requirements

ACH Origination, Validator, NACHA Files and Direct Deposit of Payroll:

- Please describe the service delivery method (i.e. direct transmission, PC-based system, web-based) that you recommend based upon the information outlined for our organization.
 - Is this the same system used for Account Reconciliation Services?
 - Is this the same system used for Information Reporting?

- Please describe the products' features including, but not limited to:
 - Transmission procedures
 - Transmission time windows/ACH hours of operation
 - Process for reversing/deleting files
 - Electronic reporting capabilities
 - Security Features
 - System Requirements
- Please describe the features of your direct deposit of payroll, including, but not limited to:
 - The number of deposit options available to County employees
 - What programs are available to County employees who are enrolled in direct deposit?

Disbursement Services:

- Please describe your financial Institution's disbursement services (controlled disbursement, PC-based system, web-based) that you recommend based upon the information outline for our organization.
 - Is this the same system used for Account Reconciliation Services?
 - Is this the same system used for Information Reporting?
 - Is this the same system used for ACH Processing?
- Please describe the products' features including but not limited to:
 - Endpoint locations
 - Notification methods
 - Notification time windows
 - Electronic reporting capabilities
 - Funding options
 - Security features
 - System requirements

Additional Information:

Please add an attachment to describe any products or services not specifically mentioned in this section which you offer and which you believe would be beneficial to the County.

GENERAL REQUIREMENTS (Section #4):

The financial institution must be, at the time of bid opening, an established company with five (5) years of history, with trained personnel necessary to meet the needs of the County. The bank shall assign a specific point person, who will be available to the County.

The following requirement must be met:

1. Must hold a charter from the United States Government and/or the State of Michigan and be a qualified depository as defined by the State of Michigan. Please provide a copy or supporting document.
2. Must have a rating of three (3) stars or higher from Bauer Financial rating systems. Please provide your institutions current rating.
3. Must have a minimum of \$50 million of combined capital and surplus. Please provide how much in capital and surplus is available.

4. Must have at least one (1) established full service branch located within the County of Bay City. Please state location branch.
6. Please provide a statement of the bidder's Capital Ratio (Tier 1 Risk-Based Capital Ratio, Total Risk-Based Capital Ratio and Leverage Ratio), required by the FDCIA and the FDIC, and shall be submitted for the last quarter of 2013 and the first three quarters of 2014. .
7. Have experience in providing financial services for other municipalities and preferably have a municipal services division. Please provide how many years has the institution been providing financial services to municipalities.
8. Your institution must agree to assign dedicated staff members who are committed, capable and experienced in servicing municipal accounts. Please provide the names and resumes of those who will be assigned to the account.
9. All accounts proposed by your institution including sweep accounts must be in compliance with Michigan Act 20 PA of 1943, as amended, and Bay County Investment Policy.
10. Your institution must be able to meet all insurance requirements in regards to Workers' Compensation Insurance, General Commercial Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.
11. The selected financial institution shall have on file with the Bay County Treasurer the affidavit of one of its officers of the amount of its capital stock and surplus. Your financial institution selected to perform banking services shall inform the County Treasurer if County funds on deposit exceed twenty-five percent (25%) of the institution's capital at any time during the term of this agreement.
12. The selected financial institution shall, during the duration of the contract period, continue to furnish to the Bay County Treasurer updated issues of each report and criteria on an annual basis. The Bay County Treasurer is to be notified promptly if a change in financial condition occurs prior to the annual reporting period that may adversely impact the financial stability of the successful financial institution.
13. Disclosure of any pending litigation that may impact the future financial stability of your financial institution.
14. Each bidder shall submit information as requested and additional information that will demonstrate the true current and anticipated future stability of the bidder's financial institution.
15. Maintain FDIC insurance.
16. Must be in compliance with all applicable laws, rules and regulations of the State of Michigan and the United States.
17. Must be a member of (or have access to) the Federal Reserve Systems and have access to all Federal Reserve System services.
18. Be capable of providing banking services sought by the County specifically with web-based products.

For the items 8 through 17 please provide an attestation that your financial institution will comply with these requirements.

EVALUATION CRITERIA AND SELECTION PROCESS:

All proposals will be evaluated and rated by employees of the County Treasurer's Office and possibly representatives of departments.

The evaluation and award of this proposal shall be rated on the following factors, which will be considered in order to select the most qualified financial institution to serve our banking needs.

Criteria:

1. Availability and quality of product as outlined in the RFP
2. The least total cost to the County with emphasis on these components:
 - a. Treasury Management Service Fees
 - b. Earnings Credit Rate
 - c. Investment/Sweep Yield
 - d. Availability schedule applied to deposited items
3. Ability of your institution representative to serve the needs of the County. Please provide resumes of the people who will be assigned this account.
4. Proximity of branch locations – analysis of armored service fees.
5. Conversion cost, i.e., equipment, software and training.
6. Quality of the proposal including clarity, conciseness and understanding.
7. Quality of oral presentation.
8. Ability and commitment to implement new technologies.
9. Financial Strength and capacity evaluation shall be based upon the information contained in the financial reports, annual reports and other financial information required.
10. Basic required services shall be based on but not limited to service availability, fee structure, procedure structure, time schedules, available technology, location(s), hours of operation, earnings of deposited funds and projected price increases for the life of the contract and overall benefit to the County of Bay.
11. Optional services shall be based on but not limited to services not required but may enhance to the banking operation of Bay County.
12. Prior experience with comparable government accounts.
13. Size, structure and financial stability of bank – supported by NSRO ratings, financial statements, total assets and required ratios.
14. Management and implementation or transition plan by institution.

CONTENTS OF PROPOSAL PACKET:

1. All pricing must be valid for one-hundred and twenty (120) days after the previous stated proposal date.
2. Each financial institution shall submit comprehensive answers to the questions outlined in **Sections 1 through 4** and present each section under a separate tab.
3. In addition to the standard services, the County is interested in receiving information on the following additional services:
 - Stored Value Card, i.e. witness fees
 - Check conversion to electronic image
 - Remote Deposit

Please limit your response to one page per item and include as an attachment to the proposal. Please indicate any costs or fees associated with the services described in this section and provide this information in the format provided on the Proposal Form. **LABEL AS SECTION #5**

4. Each financial institution shall complete and submit pricing for the list of services located in **ATTACHMENT A** of this document. This list will be considered all-inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the contract period. No additional costs and/or fees will be considered during the contract period for the service identified in the proposal if they are not included in the Proposal Form.
5. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**
6. Each bidder must list three (3) references from past clients. **(SEE ATTACHMENT C)**

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.

As this Request for Proposal is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposal submitted by proposer and the version maintained by the County of Bay Purchasing Division, the version maintained by the County of Bay Purchasing Division shall govern.

2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.

3. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
4. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
5. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
6. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request and at the place specified.
The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

7. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
9. PROPOSAL DELIVERY: Proposals must be returned no later than **July 7, 2015 @ 11:00 A.M.** in a sealed envelope clearly marked "**Bay County Treasurer's Office Banking Services**"--- **Deliver to the Purchasing Office immediately.** Please provide three (3) printed copies of the submission as well and an electronic PDF file. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

10. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
11. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
12. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.

The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important

features of the services, of which qualifications, experience or capacity may be overriding factors. The proposal evaluation criteria should be viewed a standards, which measure how well a bidder's approach meets the desired requirements and needs of the County.

The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom is it proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

13. EVALUATION: Proposers are advised that the Request for Proposals are considered to be under evaluation until contract award. The Purchasing Division and County staff are restricted from giving any information relative to the proposals or the "progress" of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process.
14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**
17. QUESTIONS: All questions about this RFP must be directed by June 19, 2015, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than June 24, 2015 and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the June 19, 2015 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other personas are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information giving to a prospective bidder concerning the Request for Proposal will be furnished to all prospective banks as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

18. **INTERVIEWS:** The County of Bay reserves the right to interview any number of qualifying financial institutions as part of the evaluation process. The decision of which Institution to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. The County reserves the right to award in its best interests without interviews. Meeting with shortlisted proposers will provide additional information and criteria upon which the County will base its selection decision. The County of Bay reserves the right to select and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.
19. **SCOPE OF SERVICES:** The County reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting accounts, services and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn
Director of Personnel and Employee Relations
Bay County Building
515 Center Ave. 3rd Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

PRICING PROPOSAL FORM

DESCRIPTION OF SERVICE	MONTHLY VOLUME	UNIT COST	TOTAL MONTHLY COST	COMMENTS, CLARIFICATIONS
SAVINGS ACCOUNTS				
Monthly Maintenance				
Other fees, Please list (include volumes)				
Subtotal Savings Accounts			\$	
ACCOUNT SERVICES				
Negative Collected Balance Fee				
Account Maintenance				
Statement Cycles				
Statement Cycles - Enhanced				
Auto Confirmations				
Post No Checks Maintenance				
Account Statement – Paper				
Overdraft/NSF Item Paid				
Other fees, please list (include volumes)				
Subtotal Account Services			\$	
BANKING CENTER SERVICES				
Branch Credits Posted				
Branch Deposit Immediate Verification				
Branch Deposit Post Verification				
Branch Order Currency Strap				
Branch Order Processed				
Branch Order Coin Roll				
Branch Deposit in a Non-Standard Bag				
Branch Deposit Adjustment				

Other fees, please list (include volumes)				
Subtotal Banking Center Services			\$	
DEPOSITORY SERVICES				
Credits Posted				
Depository Credit				
Dep Checks on US				
Dep Check – Transit				
Dep Items Returned				
Dep Return Redeposit				
Dep Return Fax Copy				
Dep Return Maker Name				
Other Fees, Please list (include volumes)				
Subtotal Depository Services			\$	
DISBURSEMENT SERVICES				
Checks/Debits Posted				
Check Photocopy Retrieval				
Stop Payment				
Stop Payment Automatic Renewal				
Image Storage per Item				
Deluxe 3 rd Party Print Services				
Image Retrieval per Retrieval				
Payables Web SVC Image Retrieval 91 Days				
Payables Web SVC Imaging Maintenance				
Payables Web SVC Check Inquiry Maintenance				
Payables Web SVC Recon Reports/Statements				
Payables Web SVC Report Retrieval				
Data Download				

Other fees, please list (include volumes)				
Subtotal Disbursement Services			\$	
RECONCILIATION SERVICES				
Positive Pay Maintenance				
ARP Shipping Prep Fee				
Image Capture per Item				
Exception Item				
Check Exception Return				
Full Recon Maintenance				
Full Recon per Item				
ARP Output File				
Other Fees, please list (include volumes)				
Subtotal Reconciliation Services			\$	
FUNDS TRANSFER SERVICES				
Electronic Fed Debit S/T				
Electronic Fed Debit Repair				
Electronic Chip Debit S/T				
Electronic Book Debit S/T				
Electronic Book Debit Repair				
Fed Credit S/T				
Book Credit				
Repetitive Instruction Storage				
Return Payment Investigation				
Other fees, please list (include volumes)				
Subtotal Fund Transfer Services				
ACH PROCESSING SERVICES				
ACH Maintenance				
ACH Internet-Maintenance				

ACH Debits Originated				
ACH Internet Debits Originated				
ACH Credits Originated				
ACH Internet Credits Originated				
ACH Addenda Records				
ACH Debit Received				
ACH Credit Received				
ACH Return				
ACH Return Notification Online				
ACH Notification of Change Online				
ACH File Processing				
ACH Inq-Recall Request				
ACH Debit Block Maintenance				
ACH ADA Authorized ID				
ACH Notification of Change				
Other fees, please list (include volumes)				
Subtotal ACH Processing Services			\$	
ON-LINE ACCESS				
Special Report Fee				
Account Maint-45 Day History				
Account Maint-90 Day History				
Extended Transaction Detail				
ACCESS Account Transfer Item				
Transaction Reported				
User Module Fee				
Use Module Fee – no charge				
ACH Returns Report Fee				
Monthly Maintenance				
Client Maintenance				
Account Maintenance				
Other Fees, please list (include volumes)				

Subtotal On-Line ACCESS Services				
PREMIUM ASSESSMENT FEE				
Premium Assessment Fee (FDIC Deposit Insurance Assessment)				
Other fees, please list (include volumes)				
Subtotal Premium Assessment Fees			\$	
INTERNATIONAL SERVICES				
Foreign Check Deposit (Cad)				
Other fees, please list (include volumes)				
Subtotal International Services			\$	
SECURITIES SERVICES				
Dep/Wdr Bk Entry Nonstp				
Receipts Held Book Entry				
Commercial Paper Nonstp				
Maturity Processing DTC				
Other fees, please list (include volumes)				
Subtotal Securities Services			\$	
OTHER CHARGES				
Small Deposit Bags				
Large Deposit Bags				
Deluxe Deposit Bags				
Other fees, Please list (include volumes)				

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

REFERENCES

1	Customer Name:	Contact Name:	Contact Title:
Address: _____ _____ _____			Phone Number:

2	Customer Name:	Contact Name:	Contact Title:
Address: _____ _____ _____			Phone Number:

3	Customer Name:	Contact Name:	Contact Title:
Address: _____ _____ _____			Phone Number: