

**REQUEST FOR PROPOSAL**  
**for**  
**BANKING SERVICES**  
**for the**  
**PIKES PEAK LIBRARY**  
**DISTRICT**  
**Colorado Springs, CO**  
**(PPLD RFP # 530-16-02)**

**I. Introduction****A. Purpose:**

The Pikes Peak Library District (PPLD) is seeking proposals from financial institutions to provide Banking Services. The objective is to identify the banking institution that can offer the most comprehensive services at the most competitive rates. Qualified banks are requested to submit proposals to provide services as defined in this Request for Proposal (RFP). PPLD expects its financial institution to be a leader and an innovator in the development and execution of financial products and services. Further, PPLD requires that those products and services be delivered consistently and be of the highest quality.

**B. Background Information**

1. PPLD currently uses Wells Fargo Bank for its banking services to include daily operations and payroll. PPLD also uses COLOTRUST (Colorado Local Government Liquid Asset Trust) for its investment management services.
2. PPLD currently maintains five (5) accounts: operating account, zero balance account, two employee health insurance accounts, and a flexible savings account.
3. PPLD currently has 494 total employees, 452 of whom use direct deposit.
4. PPLD's primary source of revenues is local property taxes which are received monthly from El Paso County and deposited into our COLOTRUST account, with 4-5 monthly wire transfers to our Wells Fargo operating checking account for operating cash flow purposes.
5. PPLD uses an accounts payable system with approximately 400-500 debits/ checks drawn per month with an average payables dollar volume of nearly \$1M monthly.
6. On an operational basis, the disbursement account will flow through the zero-balance account.
7. Deposits are typically made M-F; approximately 60 deposits per month.
8. See Addendum B for PPLD's most recent account analysis summary showing volume by type of service.
9. PPLD's 2015's audited financial report and 2016 operating budget are provided to give bidders additional context on the District's financial information.

### **C. Proposal Preparation**

#### **1. Banking Services RFP Schedule**

RFP for Banking Services Let	November 1, 2016
RFP Ads placed	November 1, 2016
<b>Pre-Proposal Conference - Mandatory</b>	<b>November 16, 2016</b>
RFP from financial institutions due	December 16, 2016
Committee review of information	December 16-31, 2016
Interview with Selected Banks	January 23-27, 2016
Award of Banking Services Contract	February 14, 2017
Implementation of Banking Services Contract	February 14 - March 31, 2017
Contracted Services are Scheduled to Begin	April 1, 2017

#### **2. Pre-Proposal Conference Meeting**

There will be a mandatory pre-proposal conference meeting on November 16, 2016 at 9:00 AM local time. The meeting will be held at Library 21c, 1175 Chapel Hills Dr., Colorado Springs, CO 80920. Proposals will not be accepted from financial institutions that do not attend this meeting.

#### **3. Bank Presentations**

Banks may be asked to come to the Library 21c located at 1175 Chapel Hills Drive, Colorado Springs, CO to give a 30-minute presentation to the selection committee. Presentations will be held between 8 a.m. and noon during the week of January 23, 2017 – January 27, 2017. Banks will be contacted as soon as possible if selected to give a presentation.

#### **4. Term of Contract**

This contract shall commence on or about April 1, 2017 and shall remain in effect through December 31, 2020. The selected Bank will enter into an agreement with PPLD as an independent contractor, and not as an employment contract. If terms or pricing is proposed to change after December 31, 2020, PPLD requires 90-day notice prior to the effective date of change.

All Banks are hereby notified that the execution of a contract pursuant to this RFP is dependent upon appropriation by PPLD of the necessary funds, and upon the negotiation of a mutually acceptable contract with the selected Bank.

5. **Addenda**

Bank is responsible for obtaining and acknowledging all subsequent addenda via the PPLD website. Failure to submit any and all the subsequent addendum may deem the Bank non-responsive.

6. **Substantive proposals**

By submitting a proposal, the bidder guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

7. **Date Schedule**

By submitting a proposal, the bidder guarantees that it can comply with the overall elements of the project calendar.

8. **Minimum Qualification**

To be considered for selection, financial institutions must meet at least the following minimum qualifications:

- a. *Authority to offer Banking services.* Bank must hold a charter from either the United States Government or the State of Colorado.
- b. *FDIC Insured.* Bank must be Federal Deposit Insurance Corporation (FDIC) insured.
- c. *Access to the Federal Reserve System.* Bank must be a member of the Federal Reserve System and have access to all Federal Reserve System Services.
- d. *Legal Compliance.* Bank must be in compliance with all applicable laws, rules, regulations, and ordinances of the State of Colorado and the United States.
- e. *Equal Opportunity Employer.* Bank must be an Equal Opportunity Employer; adhere to acceptable affirmative action guidelines to not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, disability, or veteran status including such actions as employment, upgrading, demotion, or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- f. *Public Deposit Protection Act.* Bank must be a State of Colorado qualified depository for public funds and must be in compliance with the Colorado Public Deposit Protection Act (CRS 11-10.5-101).
- g. *Disaster Preparedness.* It is imperative that PPLD have access to its financial assets in case of a disaster that could strike PPLD or PPLD's Bank.
- h. *Staff Account Representative.* Bank must assign a designated account representative or relationship manager and a back-up staff person in the event the designated account representative is not available. This representative must have a strong understanding of governmental operations.
- i. *Local Banking office.* Bank must have an existing branch in the PPLD service area. Respondents should be prepared to provide accommodations for check cashing and same-day deposit (or cover additional costs to PPLD) if no branch exists within the PPLD service area.
- j. *Rating.* Bank must hold a credit rating better than or equal to A- by Standard & Poor's or Fitch, A3 by Moody's Investor Service, or a four-star rating by Bauer Financial (evidenced by a report from BauerFinancial.com). Information on record with the Colorado Division of Banking and the State of Colorado Department of Treasury will also be reviewed, as will select rating and evaluation services. Any reduction in rating by any financial institution rating service should be reported to PPLD immediately.

*Joint ventures or bank consortium submissions will not be considered.*

#### 9. **Submission Information and Documents**

The following information and documents shall be included in the proposal submission:

- a. Proposal Cover Sheet and [adequate support of Minimum Qualification](#)
- b. Addendum A – General Bank Information
- c. Addendum B – Pricing List of Required Banking Services
- d. Addendum C – Optional Banking Services
- e. Addendum D – Additional Banking Services
- f. Signed IMMIGRATION CLAUSE FOR CONTRACTS

**10. Signatures**

The proposal must be submitted in ink, and signed by an officer of the bidding company.

**11. Withdrawal of Proposal**

A bidder may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no bidder may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

**12. Proposal Submissions**

Proposals must be submitted in sealed envelopes, identified with the proposal number and title, on the forms provided herein, with all attachments, no later than 4:00 pm local time on Friday, December 16, 2016, to:

Mr. John Sittig  
Finance Division Manager  
Pikes Peak Library District  
1175 Chapel Hills Drive  
Colorado Springs, CO 80920

A complete proposal includes the signed original with all the attachments, and five (5) complete copies.

An electronic file should also be submitted at [BankingRFP@ppld.org](mailto:BankingRFP@ppld.org).

No faxed proposals will be accepted.

Proposals delivered after that time will be rejected.

**13. Confidential and Proprietary Information**

Prior to Award, any information contained within the Proposal may be held confidential and proprietary by PPLD as solely determined by PPLD. After Award, the information within the Proposal becomes public information with the exception of information that has been clearly marked as confidential and proprietary by the proposing firm and which complies with Colorado's Open Records Act. PPLD shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the proposing firm or which does not comply with the Colorado Open Records Act. In general, it is not acceptable to PPLD to mark information other than financial statements, financing data, litigation history, or tax audit

history as confidential and proprietary. Further, it is not acceptable to mark pricing information as confidential and proprietary. Failure to adhere to these restrictions may result in the Proposal being deemed non-responsive.

## **II. General Terms & Conditions**

Banks shall make all investigations necessary to thoroughly inform themselves regarding the requirements required by the conditions of this RFP. No plea of ignorance by the Bank of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of PPLD or the compensation to the Bank. The accuracy of the Proposal is the sole responsibility of the Bank.

Any ambiguity, conflict discrepancy omissions or other error discovered in the RFP must be reported immediately in writing to PPLD and a request be made for modifications or clarifications. Any such change will be posted as an amendment or addenda on the PPLD website.

In the event that the Bank defaults on its contract or the contract is terminated for cause due to performance, PPLD reserves the right to re-procure the materials or services from the next lowest Bank or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, PPLD may charge the Bank any difference between the Bank's price and the price to be paid to the next lowest Bank, as well as any costs associated with the re-solicitation effort.

### **A. Interested Parties**

All interested institutions are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at:

<http://www.ppld.org/request-for-proposals>

### **B. Sole Point of Contact**

Questions and requests for clarifications regarding this RFP must be addressed, in writing to:

Mr. John Sittig  
Pikes Peak Library District  
1175 Chapel Hills Drive,  
Colorado Springs, CO 80918

or email to: [BankingRFP@ppld.org](mailto:BankingRFP@ppld.org).

Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words "question" and/or "clarification" are identified in the

subject area of the email. Questions and requests without this subject identification may be considered routine emails, and not get properly addressed. Questions and requests for clarification will be responded to either in writing or email to all bidders. Any responses by PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will only be sent by formal written addendum.

John Sittig, Fin. Div. Mgr., (or alternatively Mike Varnet, Chief Finance Officer), is considered the **sole point of contact** for this RFP. No communication from any other source shall be considered by the bidder(s) as valid information with regard to these terms, conditions, and specifications.

C. **Tax Exemption**

PPLD, as a local government entity, is exempt from sales and use taxes. After contract award, an exemption certificate will be furnished by PPLD if requested.

D. **Expenses**

PPLD assumes no liability for payment of expenses incurred by bidders in the preparation and submission of proposals in response to this invitation.

E. **Conflict of Interest**

Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of their RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.

F. **Governing Law**

The laws of the State of Colorado govern any contract executed between the successful bidder and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the El Paso County, State of Colorado.

G. **Confidentiality**

Proposals submitted to PPLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.

H. **Exceptions and Deviations**



Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the bidder.

I. **Agreement in Writing**

The contract awarded to the successful bidding bank will be established by a signed written agreement with PPLD.

J. **Execution of Agreement**

After PPLD selects the winning bidder, the bank must be prepared to sign the contract after it is presented to the Board for approval.

K. **Amendments to Agreement**

Parties hereto reserve the right to make amendments or modifications to the final agreement by written amendment signed by both parties. No amendment shall be effective unless approved by the PPLD Board of Directors and signed by both a bank representative authorized to bind the corporation and PPLD's Executive Director.

L. **Termination**

The agreement may be terminated by either party by giving written notice ninety (90) days in advance of termination.

M. **Non-Appropriation**

Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of PPLD as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. PPLD shall give the Bank written notice of such non-appropriation.

N. **Selection**

1. **Banking Selection**

No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum institution qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the bidding institution to provide the required services effectively. Proposals that do not meet these minimum requirements will automatically be rejected and not undergo further evaluation.

**2. Right of Acceptance and Rejection**

PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the PPLD.

**3. Negotiation**

PPLD reserves the right to negotiate terms and conditions of the contract with the winning Bank.

**4. Basis of Award**

An evaluation committee will judge the merit of proposals received in accordance with the general criteria defined within this request. PPLD is not bound to accept the lowest priced proposal. The committee will forward its recommendations to the PPLD Board of Trustees for approval and execution. The committee will use following criteria when making evaluations of proposals. This list may not be exhaustive:

- a. Adequacy, completeness, and responsiveness of the proposal.
- b. Qualifications and experience of the firms submitting proposals.
- c. Pricing Information.
- d. Implementation plan and commitment of resources.
- e. Interview.
- f. Any other items deemed in the best interest of PPLD including consideration made regarding creative banking solutions.

**III. Scope of Services****A. General Bank Information**

All bidders will provide general bank information as outlined in the defined topical areas (at a minimum) on Addendum A.

**B. Prices Contained in Offer-Discounts****1. Method of Compensation**

- a. PPLD anticipates that proposed banking services will be compensated either by the credit earned on average collected balances or a fee for service basis, but is

also willing to consider other options.

- b. Each month the Bank shall prepare an account analysis and/or billing statement defining ledger and collected balances, services performed, and other costs incurred by PPLD. PPLD also requires documentation regarding how balances and costs are calculated. PPLD's Operating Account target balance is \$500,000.
- c. Prices must remain valid for a minimum contract term of two years.

## 2. **General Compensation Issues**

- a. PPLD desires to pay for services on a monthly basis.
- b. No funds or fees belonging to PPLD may be withdrawn from PPLD's depositories except upon prior approval from PPLD.
- c. All charges must conform to those specified in Addendum B – Pricing Information, or as is negotiated and agreed to in writing by both PPLD and the Bank.
- d. PPLD shall not be obligated to pay for any service not specified in the exhibit unless agreed to in writing by PPLD and the Bank.

## 3. **Discounts**

- a. Banks may offer a cash discount for prompt payment. Banks are encouraged to provide their prompt payment terms in the space provided on Addendum B. If no prompt payment discount is being offered, the Bank shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Bank does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that PPLD receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check, posted transaction date on a purchasing card, or verified transmittal of an Electronic Funds Transfer, EFT.
- b. In the event PPLD discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Bank(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- c. PPLD must be contacted prior to any change of scope in work to be performed after the original contract has been signed when such changes are expected to result in an increase of cost in excess of quoted fees prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.
- d. The prices or discounts quoted in this RFP shall prevail for term of the contract,

at which time PPLD shall have the option to renew the contract for subsequent one year periods, provided, however, that the Bank will maintain the same prices or discounts that were awarded during the initial contract. Continuation of the contract beyond the initial period is a PPLD prerogative and not a right of the Bank. This prerogative will be exercised only when such continuation is clearly in the best interest of PPLD.

### **C. Pricing Information for Required Banking Services**

All services listed in this section are necessary and should be provided by the bidding banks. Bidders should provide detailed pricing information on the following services in Addendum B.

#### **1. Checking Accounts**

PPLD currently utilizes three checking accounts, a zero balance account, and a saving account as described below. All accounts must have a month end closing date.

- PPLD's main operating account serves as the main depository account and the accounts payable account.
- The employee flex benefit account is for a third party administrator to issue checks and ACH debits for flex spending claims. Checks are written monthly and daily ACH debits are processed. Funds are transferred to this account periodically.
- The two health plan accounts (one checking and one saving) are for a third party administrator to issue checks for PPLD's partially self-insured health plan. Checks are written weekly. Funds are transferred into this account monthly.

#### **2. Automatic Sweep**

The Bank must provide an automatic sweep product (or similar alternative) to transfer end-of-day balances into an overnight investment account. Banks should include a complete and detailed description on the operation and limitations of their sweep account or alternative. The Sweep Account must conform to PPLD's investment policy. In order to determine this compliance, the Bank must provide a prospectus for the underlying investment account(s).

#### **3. Disbursement Account (ZBA Clearing Account)**

The Bank must provide a Disbursement (Clearing) Account from which all vendors would be paid. Banks should provide PPLD with a description of funding procedures and costs associated with managing the account. Please note any distinguishing characteristics of the Disbursement (Clearing) Account.

#### **4. Availability of Funds Deposited**

Deposits will be made during the business day (generally between 9:00 am and 4:00 pm). PPLD is to be given credit as collected funds for all items that are cleared by the bank on the same day as the deposit is made. Items deposited that clear at institutions located within the Federal Reserve Region will be considered collected funds within one business day as a maximum. The Bank will credit PPLD's account for incoming wire transfers and account transfers (between City accounts) on the day received regardless of the time of receipt during that day.

#### **5. Returned Items**

The Bank will charge all returned checks against the account in which the funds were deposited. Notices of returned items are to be available on-line daily, with electronic images of the checks. All checks returned due to insufficient funds will be automatically re-deposited a second time. The images of the returned checks can be retrieved from the online web browser through our banking website. However, not all our returned items are retrieved in this manner. A hardcopy of each returned item is also sent to PPLD with a letter explaining the cause for return and an image of the front and back of the returned item. This is the documentation typically used to rectify the returned item situation.

#### **6. Wire and ACH Transfers**

PPLD receives ACH payments and wires from various federal, state, and county agencies. Payroll taxes are paid from the Operating Account via ACH. Please specify your cut-off times.

#### **7. Stop Payments**

PPLD will authorize certain personnel to place a stop payment on checks over a secure internet connection.

#### **8. Deposit and Coin Bags**

The Bank must provide plastic deposit bags, in various sizes, and coin bags, free of cost to PPLD.

#### **9. Automated Wire Transfer**

PPLD requires electronic wire transfer capabilities that will allow PPLD to initiate outgoing repetitive and non-repetitive transfers and receive data on incoming wire transfers.

PPLD requires the capability to initiate outgoing wire transfers via personal computer. PPLD utilizes repetitive and non-repetitive wire transfers. PPLD is to have online access for confirmation of wires executed for both incoming and outgoing wire transfers. PPLD intends to consider all wire transfers received by the Bank prior to the end of business day as available for investment that day, regardless of the actual time of receipt by the Bank. Should the Bank not receive a wire transfer, the

transfer will be traced from origin to destination to ascertain the party responsible for the delay in the transfer. If necessary, adjustments will be made for lost interest. The Bank agrees to execute any wire transfer order within one hour after notification by the finance department through the computer terminal, by telephone, or by fax if necessary. Wire transfers ordered and not received by the destination party will be traced by the Bank from origin to destination to ascertain the party responsible for the delay in the transfer. If necessary, adjustments will be made for lost interest or charges for failed Fed Wire transfer to consummate an investment transaction or bond payment.

#### **10. Deposit Balances Collateral**

In accordance with the Public Deposit Protection Act, all deposits of public funds must be fully secured by collateral. Please provide a description of how the Bank manages and reports its collateral of public funds deposits. Also, please describe the securities to be used for collateral, and the frequency of reporting to PPLD, and fully describe how PPLD would protect its position in the collateral in the event of a failure of the Bank.

#### **11. Online Banking - Account Maintenance**

##### **a. Monthly Statements**

PPLD currently receives monthly bank statements with a month-end cut-off with all corresponding debits and credits for all activity on all accounts on-line. The main account statement is available on-line on the first business day of the month.

- Please indicate whether statements are available on-line.

##### **b. Digital Imaging of Cleared Checks**

PPLD requires the Bank to safe keep cleared checks, and to make digital copies of the checks available on-line during the monthly reporting cycle. As part of the monthly statements, PPLD requires a CD containing the digital images of all checks cleared during the statement period.

##### **c. Daily Balance and Transaction Reporting**

Currently PPLD staff uses online banking services heavily. At a minimum, basic online services should include:

- Daily balance reporting-summary and detail
- Initiation of Fed Wire transfers; repetitive, semi-repetitive and non-repetitive
- Initiation of stop payment order
- Initiation of ACH transactions

- Online transfer between PPLD accounts
- Online cleared check information
- Multi-level security
- Access monthly bank statements

PPLD requires daily access to an on-line bank balance reporting system via personal computer for a designated number of users. The Bank must fully describe the costs of all services related to their on-line systems, the full range of services available, and the security system in place to protect PPLD from loss due to fraud or misappropriation of assets, and/or information related to the on-line system.

**d. Account Analysis**

PPLD requires a monthly account analysis statement on each account maintained as well as a summary account analysis which incorporates the activity of all accounts and chargeable items. PPLD would prefer this report be available as an electronic file.

The statement will include detail about the actual services provided by the Bank, the unit count or occurrence of the service provided during the reporting period, the unit or per item charge and the total charge for the particular service. It should also include the ledger, available and collected balances, earnings rates, activity, and fees. It should clearly identify all volumes by type of transaction such as debits to fund zero balance accounts, wire transfers, security purchases/sales, interbank transfers, ACH, etc.

PPLD requires that the earnings rate be applied to account balances on the summary account analysis. Currently this is based off of the average collected balance with compensation settled monthly and resetting of the compensating balance done monthly. PPLD shall have the option to pay by debit from PPLD operating account in lieu of using a compensating balance.

- Please provide a sample of your account analysis statement.
- Please describe your customer service process.

**e. Research**

PPLD's Bank institution will be required to maintain records of all PPLD's Banking and safekeeping activity for the minimum of seven (7) years.

**12. PPLD Account Representative**

PPLD requests that the Bank provide the name of a locally based designated account representative, as well as an alternate. The designated account representative must have the authority to make timely decisions in the normal course of business on their own. This person must be capable of coordinating all PPLD's activities with the Bank and must be available to resolve any problems or issues that may arise.

### **13. Direct Deposit Payroll Service**

Currently the payroll data file is available no later than two working days prior to payday. Deposits must be made to employees' account by 8:00 am on payday.

- Any deviation from these time limits must be stated in the bid. A Bank with less restrictive time requirements will be given favorable consideration. The Bank must be able accommodate these forms of transactions.
- The Bank must have a backup plan for data transmissions.
- PPLD requires immediate notification of any changes or problems, and the ability to resend or delete a file.

PPLD from time to time may need to transmit the payroll data one day prior to the pay date. We are therefore requesting bids on both a one-day and two-day turnaround. We are interested in what the deadlines for transmission are for both situations.

### **14. Employee Payroll Check Cashing Privileges**

The Bank should agree to cash, without charge to PPLD or to PPLD's employees, all PPLD payroll checks drawn on the Bank after proper identification is presented by the employee, regardless of whether or not the employee maintains an account at the selected Bank.

### **15. Positive Pay**

PPLD requests detailed information regarding the Bank's Positive Pay product and features.

### **16. Remote Capture**

PPLD requests descriptions of the Bank's remote capture or desktop deposit feature.

Please convey how you can or cannot provide these services and provide PPLD with proposed fees for these services, including one-time only costs.

## **D. Optional Banking Services**

### **1. Purchase Cards**



PPLD requests information about the bank's purchase card services. PPLD may or may not add this service to the Bank but reserves the right to do so. It is not required that the Bank make a proposal for these services.

In the proposal response, the Bank is requested to describe, in detail, their purchase card program and address the following:

- a. Describe the functionality/capabilities of your purchase card software. Disclose any potential software upgrades on the horizon that would require re-issuance of purchase cards or the re-training of cardholders.
- b. Include any and all costs, initial and on-going, associated with your purchase card program.
- c. If available, describe the Bank's secure Internet website Expense Reporting tool. Explain how this tool works and if individuals using the Expense Reporting tool have been set-up with a purchase card.
- d. Describe the process surrounding the ordering of new purchase cards and the request to change the current purchase cards. At a minimum, please include information related to the following:
  - Ability to order single or multiple purchase cards at one time and place single transaction limits, monthly credit limits, and Merchant Category Code (MCC) restrictions on each individual card.
  - Merchant Category Code (MCC) Templates should be made available for use in assigning cards to an MCC group. Detail the ability for PPLD to create our own MCC groups.
- e. Explain the process surrounding the download of statements and the upload of approved statement information. At a minimum include:
  - Capability to electronically send monthly statements to each cardholder and their ability to make account code changes, route the statement through their designated approval process, and electronically forward the statements back to PPLD's Finance Department.
  - Ability to generate reporting in Microsoft Excel, or, in a convertible file format in order to integrate with PPLD's financial software and/or platform the same functions via the internet.
  - Provide examples of available reports and include an explanation of the content of each report.
- e. Outline any Rebate/Revenue Share Back Schedule.
- f. Explain the process surrounding disputed transactions, potential liability on behalf of PPLD, and dispute resolution.
- g. Confirm your ability to include/imprint PPLD logo and name onto the top of each purchase card and the ability to include PPLD tax-exempt number below the cardholder's name.

h. Provide any other information that could benefit PPLD's purchase card program.

## **2. ACH Employee Reimbursements**

PPLD wishes to implement an automated system for requesting, approving and processing employee overnight travel requests that includes direct deposit reimbursement capability. Please explain your ability to provide this service and provide the detailed process.

## **E. Other Optional Services**

The proposing banks should describe any additional recommended services and how those services would enhance the cash management capabilities of PPLD. This description should include products currently under development and products which have been identified for future development. These are services that PPLD may desire to use, depending upon the availability, quality, and price of the service offered. Proposals are not required to address any of these optional services in order to be considered an acceptable proposal. Please submit proposals for optional services as Addendum C.

## **F. Additional Services**

Please use Addendum D to list out any additional special or preferred-price services. Proposing banks should include information about their investment management. Information on these services may be considered in the decision-making process but are for information only at this time. Examples of other additional services could be courier services, notary services for PPLD or employees, product discounts for employees, etc.

**Banking Services  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

- 1. **FIRM NAME** \_\_\_\_\_
- 2. **ADDRESS** \_\_\_\_\_  
\_\_\_\_\_
- 3. **PHONE** \_\_\_\_\_
- 4. **FAX** \_\_\_\_\_
- 5. **E-MAIL AND WEBSITE** \_\_\_\_\_
- 6. **CONTACT** \_\_\_\_\_

**II. STATEMENT OF MINIMUM QUALIFICATION**

I, \_\_\_\_\_ (printed name)  
hereby declare that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_  
(Name of firm) submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above named firm. All information set forth in this profile and declaration and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Firm has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Firm understands all instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFP.

PIKES PEAK LIBRARY DISTRICT

Request for Proposal #530-16-02

Banking Services

- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for PPLD’s acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. \_\_\_\_\_ The Firm is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
- e. \_\_\_\_\_ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by PPLD as part of the evaluation.
- f. \_\_\_\_\_ The Firm carries all required insurance and licenses as outlined in Section I.A.7. of the RFP, and will provide certificates of insurance if selected as the successful proposer and before the contract period commences. If self-insured for the required coverages, a full description of the proposing Firm’s self-insurance program is attached to this proposal.
- g. \_\_\_\_\_ The Firm is registered in the State of Colorado. A copy of registration is attached.
- h. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our Firm in the past 5 years except as listed below.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- j. \_\_\_\_\_ The Firm is aware of Colorado’s Immigration/illegal alien laws pertaining to public contracts. Immigration Clause for Contracts (Colorado Statutes 8-17.5 – 102) is signed and attached.

Authorized Signature

Date

**ADDENDUM A - GENERAL BANK INFORMATION****1. Bank Profile**

Describe the Bank's ownership structure. Indicate how PPLD ranks compared to other customers in relationship to size, complexity, and types of services. Provide an organization chart depicting the various departments, including contacts that would be involved in PPLD's relationship. Provide the location where processing takes place for each service addressed in the section *Scope of Banking Services - Required Banking Services*.

**2. Financial Strength**

Identify key measures of financial strength including: capital ratios, market capitalization and total assets. Provide a copy of the latest annual report. Indicate ratings from the following agencies: Standard & Poor's, Moody's, Thomson BankWatch, and Sheshunoff. Include ratings for senior debt, subordinated debt, and long-term deposits. Describe pending mergers or acquisitions and how these might affect PPLD's services.

**3. Security and Controls**

Briefly discuss security and controls and to the extent appropriate, discuss security for the services outlined in the section *Scope of Banking Services - Required Banking Services* including what controls are in place to protect data integrity; ensure that files or transactions are not duplicated or lost; prevent unauthorized transactions; reduce Bank employee errors and detect or prevent fraud. Also, discuss experience with and frequency of fraud in each service area.

**4. Disaster Recovery**

Briefly describe the disaster recovery plan including the following information: location of the backup facilities with identification of any third party involvement; the time necessary to transfer processing; and how often the recovery process is tested. Disclose how many times in the last twelve months that the Bank experienced an unscheduled downtime that lasted more than 30 minutes and the length of the longest downtime. Describe the most common causes of unscheduled downtimes. Describe contingency plans for critical processes such as payroll ACH, wire transfers, and online transactions and reporting.

**5. Customer Relations**

PPLD prefers a single account relationship manager with a backup located in the Colorado Springs city area that are available and responsive to PPLD's needs from 8:00 a.m. to 5:00 p.m. Mountain Time (MT). PPLD considers the manager / backup to be vital and wants to be able to meet with them regularly. The manager / backup should serve as a liaison to coordinate all banking activities with the ability and authority to resolve any problems that may arise. The Bank must notify PPLD in advance of a change in the manager or the backup. Provide a list of names, titles, brief resumes, and locations of the primary and backup

employees assigned to PPLD's account and their assigned area or division in the organization.

**6. Subcontracted Services**

For each services described in the Section III *Scope of Services*, indicate if using a subcontractor. Include the subcontractor's name and location. Describe processes for resolving issues and communication policies between PPLD, the Bank, and its subcontractors.

**7. Competitive Position and Future Commitment**

Describe what differentiates the Bank's service from that of other providers. Include in the discussion how the bank keeps products offerings current, the approach taken to develop new services, and what new services or features the Bank plans to offer within the next five (5) years. Discuss the approach to implementing and communicating changes in the banking system that may affect the PPLDs services or processing. Also, describe any current noteworthy or innovative services.

**8. Community Involvement**

PPLD encourages bank involvement in the community in the form of volunteer service to PPLD programs and committees and direct financial support, including bank sponsorship of community programs not managed by the PPLD. In evaluating proposals community involvement, consideration will be given to the number of volunteers, involvement of senior bank management, and/or the amount of donations (to events and programs not managed by PPLD) committed over the term of the contract. Include a list of Events, Sponsorships, and Committees available for volunteers or support.

**9. Conversion Implementation and Transition**

The winning bidder must submit a detailed conversion timeline upon execution of the banking contract. PPLD anticipates completion of the conversion on April 1, 2017.

For required services outlined in *Section III – Scope of Services*, please provide at a minimum the following information about the conversion implementation:

- a) Describe the implementation process including: processing of agreements, installation of any software, set up, and testing;
- b) Provide an outline of the average time necessary to complete the various steps of implementation;
- c) Describe the support provided during implementation including the assignment of an implementation team, staff training, technical assistance, user manuals and on-site visits; and
- d) Identify factors that may affect timing and complexity of the conversion process.

**10. Customer References**

Provide references from at least five (5) customers to which the Bank is currently providing the services included in section *Scope of Banking Services - Required Banking Services*. These should be current customers with comparable processing volumes to those of PPLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number.

**11. Payroll Direct Deposit capability**

Proposing banks must be able to process direct deposit payrolls. The District uses a Tyler Technology system (Munis) to process payroll. Bidders should have experience with this company's products and ACH processing.

**12. Reports and Statements**

Clarity, completeness, and timelines of transaction documentation is important. Please provide samples of reports and statements generated for PPLD.

**14. Quality Control**

Please describe the quality control philosophy of your firm.

**Addendum B - Pricing information**

**Volume of Activity for May 2016, 2016**

Type of Activity	May 2016 Volume
<b>General Account Services</b>	
Monthly Account Maintenance W/Chk Return (Number of Accounts)	4
Monthly Account Maintenance (Number of Accounts)	4
ZBA (Number of Accounts)	1
Debits Posted	70
<b>Depository Services</b>	
Deposited Checks – On Us	39
Cash Deposited – \$1 Verify IN Cash Vault	28,061
Post Verify Deposit	102
Return Item – Chargeback	1
<b>Paper Disbursement Services</b>	
Checks Returned W/Statement-Item	0
DDA checks Paid	589
<b>General ACH Services</b>	
Electronic Credits Posted	99
Electronic Debits Posted	0
ACH Received Item	90
<b>Wire &amp; Other Funds Transfer Service</b>	
Wire Monthly Base	1
Wire IN Domestic	3
Wire Mail Confirmation	3



**Required Banking Services**

<b>Services</b>	<b>Estimate Monthly Volume</b>	<b>Unit Price</b>	<b>Discount</b>	<b>Total Price</b>
1.				
2.				
3.				
...				
<b>Other Discounts</b>				

Please add all information necessary to complete the table above. Please do not feel restricted to the columns listed above.

**Addendum C - Optional Banking Services**

<b>Services</b>	<b>Estimate Monthly Volume</b>	<b>Unit Price</b>	<b>Total Price</b>

Please add all information necessary to complete the table above. Please do not feel restricted to the columns listed above.

**Addendum D - Additional Banking Services**

<b>Services</b>	<b>Estimate Monthly Volume</b>	<b>Unit Price</b>	<b>Total Price</b>

Please add all information necessary to complete the table above. Please do not feel restricted to the columns listed above.

**PIKES PEAK LIBRARY DISTRICT  
IMMIGRATION CLAUSE FOR CONTRACTS**

Pursuant to Colorado Revised Statutes Section 8-17.5-102, PPLD (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

*Accordingly, Contractor agrees that it shall not:*

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

*Further, Contractor agrees that it shall comply with the following:*

Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the “Basic Pilot program”) of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the **Basic Pilot Program is discontinued.**

Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.

Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the subcontractor and PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

Signature

Date