



REQUEST FOR PROPOSALS –Revision 10-21-16

Banking Services – Hamblen County Government

Hamblen County Government requests proposals for BANKING SERVICES as stated herein.

Proposer shall return submission in a **SEALED ENVELOPE** to:

**Hamblen County Mayor's Office
Attn: Wendy Williams, Purchasing/Contracts Manager
511 West Second North Street
Morristown, TN 37814**

Public opening of the proposals will be held at the above address at the bid deadline date and time designated in this Request for Proposals.

DATE ISSUED:	Wednesday, October 12, 2016
RFP TITLE:	Banking Services – Hamblen County Government
MANDATORY PRE-PROPOSAL CONFERENCE:	Friday, October 21, 2016; 2:00 p.m. Location: Hamblen County Courthouse, West Wing Conference Room, 1 st Floor, Administrative Building
PROPOSAL DEADLINE - DATE & TIME:	Tuesday, November 1, 2016; 2:00 p.m. Eastern Time (local prevailing time)
PROPOSAL OPENING LOCATION:	Hamblen County Courthouse, West Wing Conference Room 1 st Floor, Administrative Building
RFP CONTACT:	Wendy Williams, Purchasing /Contracts Manager
CONTACT PHONE:	(423) 586-1931
CONTACT EMAIL:	wendy.williams@co.hamblen.tn.us

OBJECTIVE AND BACKGROUND INFORMATION

The objective of this Request for Proposal (RFP) is to identify the banking institution that can offer the highest quality service at the lowest cost to Hamblen County Government and its agencies. This RFP is for banking services for the general government operating accounts held by the Trustee and may include operating accounts for the following:

1. County Clerk
2. Register of Deeds
3. Circuit Court Clerk
4. Morristown-Hamblen Library
5. Sheriff's Department

The Trustee, who by law is charged with the responsibility of accounting for and disbursing county funds, holds the general government operating accounts. Annual deposits exceed \$90 million.

GENERAL QUESTIONS AND ANSWERS

Questions and Answers will be furnished to all potential proposers. All Questions shall be submitted in writing to the Purchasing Manager, preferably by email no later than Monday, Oct. 24 at 4:30 p.m. Questions and Answers will be posted to the Hamblen County Website no later than Tuesday, Oct. 25 at 4:30 p.m.

TERMS AND CONDITIONS (Any reference to Vendor would be the Proposer)

1	BID FORMS. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the services offered or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted <u>sealed</u> , plainly marked with the <u>bid name</u> , <u>date</u> , and <u>time</u> . Prices or changes shown on the outside of the envelope will not be acceptable.
2	BIDS RECEIVED ON TIME. Bids and amendments thereto, if received by the Hamblen County's Mayor's Office, after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Hamblen County Mayor's Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal bids will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. Hamblen County Government will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc. Date of postmark will not be considered.
3	FINAL COST. Prices shall be stated in units of quantity specified. No additional charges shall be passed to Hamblen County, including applicable taxes, delivery or fuel surcharges. Prices quoted shall be final cost to Hamblen County.
4	TAX EXEMPT. Hamblen County Government is a tax exempt agency. Successful vendor will be provided with an executed copy of tax exempt form.
5	TIME OF DELIVERY. The time of proposed delivery must be stated in definite terms. If the time of delivery for different services varies, the bidder shall so state.
6	UNIT PRICE. In case of error in the extension of prices, the unit price shall govern.
7	ANTI-COLLUSION. The bidder certifies by signing this document that bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same service and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
8	FACTORS IN AWARD. Award will be made to the lowest responsive and responsible bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications, and references will be taken into consideration in making an award. Length of time for delivery, as well as price, may be considered in awarding the bid.
9	AWARD IN WHOLE OR IN PART. Hamblen County reserves the right to award by item, groups of items, or total bid; to reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of Hamblen County.
10	OPEN RECORDS ACT. Once a bid document is submitted to Hamblen County Government and is opened it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.
11	PAYMENT TERMS. Payment terms shall be considered in determining the low bidder. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction. Hamblen County Accounts Payable pays from monthly statements. Payments are made within 15 days of the previous month's state being received in the Hamblen County Mayor's Office.
12	RECEIPT DOES NOT CONSTITUTE AWARD. Receipt of your bid by Hamblen County Government is not to be construed as an award for services.
13	CONTRACTOR DEFAULT. In the event of default by the contractor, Hamblen County reserves the right to procure the services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
14	AVAILABILITY OF FUNDS. Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
15	KNOWLEDGE OF LAWS AND REGULATIONS. The contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and shall protect and indemnify Hamblen County and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials of services, or others engaged by the contractor or the employees of any of them.
16	BID ERRORS. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
17	AUTHORIZED SIGNATURE. All bids must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
18	NO SUBMISSION. If you do not quote, advise Hamblen County of your intent and state the reason. Otherwise your name may be removed from our vendor list.
19	NON-DISCRIMINATION. During the performance of this contract, the contractor agrees as follows: He/she will not

	discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are bona fide occupational qualifications reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. During the performance of this contract, the contractor agrees to provide a drug-free workplace.
20	DIRECT CONTACT PROHIBITED. Direct contact with Hamblen County departments, other than the County Mayor's Office as it relates to purchasing on the subject of this bid, is expressly forbidden except with the foreknowledge and permission of the bid contact or their representative.
21	RIGHT TO WITHDRAW. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice at any time <u>before</u> and not later than two (2) days <u>after</u> bids are publicly opened.
22	CLOSED FOR BUSINESS. If the Hamblen County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
23	ORIGINAL BID DOCUMENT. The original bid document maintained by the Hamblen County Mayor's Office shall be considered the only official document.
24	BID APPROVAL BY LEGISLATIVE BODY. The bid awarding must be approved by the full Hamblen County Legislative Body. Bids must first be considered by the Finance Committee and recommended to the full Hamblen County Legislative Body.
25	REFERENCE TO BRAND NAMES. Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with bid any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered.
26	VENDOR POOR PERFORMANCE. Hamblen County may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to Hamblen County.
27	PURCHASE ORDERS. Hamblen County Government utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from Hamblen County Government.
28	FIRM PRICING. Prices shall remain firm for the initial contract period. Hamblen County reserves the right to negotiate reductions in the price due to changes in market conditions during the contract period and renewals.
29	MAINTENANCE AGREEMENT. If applicable to the bid, vendor shall submit on the appropriate form the pricing for an annual maintenance agreement.
30	QUESTIONS. All questions shall be directed to the bid contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to: wendy.williams@co.hamblen.tn.us .
31	VENDOR TASKS. If awarded, the vendor will be required to provide Hamblen County with the goods and/or services as awarded by the Hamblen County Legislative Body. Any additional vendor tasks will be noted in the bid document.
32	CONTRACT TERM. The contract period is for (3) years which shall begin on <u>January 2, 2017 and end on December 31, 2019</u> . Hamblen County has the right to extend the contract for an additional two (2) years in one (1) year increments for a total of five (5) consecutive years.
33	REQUIREMENTS FOR BID SUBMISSION. <ol style="list-style-type: none"> COMPLETE, UNBOUND, <u>ORIGINAL</u> Invitation to Bid Packet and requested insurance documents. Complete, bound COPY of Invitation to Bid Packet and requested insurance documents. All bids must be received in a SEALED envelope clearly marked with the <u>bid name</u>, <u>date</u>, and <u>time</u> ON THE OUTSIDE OF THE SEALED ENVELOPE.

IMPORTANT DATES

Wednesday, October 12, 2016	Distribution of Request for Proposals
Friday, October 21, 2016; 2:00 p.m.	Pre-Proposal Conference (Mandatory) Hamblen County Courthouse – Administrative Building, West Wing Conference Room
Monday, October 24, 2016; 4:30 p.m.	Deadline for Submitting Questions Regarding the RFP
Tuesday, October 25, 2016; 4:30 p.m.	Responses to RFP Questions Posted on Hamblen County Website (www.hamblencountyttn.gov)
Tuesday, November 1, 2016; 2:00 p.m.	RFP Opening
Monday, November 7, 2016	Finance Committee Review
Thursday, November 17, 2016	Legislative Body Review
January 2, 2017	Contract Start Date

SELECTION CRITERIA

The following criteria will be used, but not limited to, select the best proposal:

- Cost of banking services, per identified activity and corresponding compensating balances; (see **EXHIBIT A and ATTACHMENT A Questions**)
- Ability to meet current and projected service requirements over the term of this banking agreement;
- Best arrangement and overall return for overnight investment (see **EXHIBIT B**);
- Best availability schedule for deposited items;
- Ability to provide requested electronic banking services;
- Capability and willingness to adequately collateralize a minimum of \$35 million worth of public deposits in accordance with state and federal guidelines (105% is required if not member of State of Tennessee Collateral Pool). Participation in the State of Tennessee collateral pool preferred. Please check to see what level of collateralization is required for your institution.

When the successful proposer has been tentatively selected, a conference will be requested to complete negotiations and work out details of the banking relationship. At any time during the conference(s), the County may choose to modify its selection if it determines that such a change is in the best interest of the County.

QUALIFICATIONS and REQUIREMENTS

1. Qualified bank must meet the following **minimum criteria**:
 - a. Must be a banking corporation incorporated under the laws of the State of Tennessee or the United States of America;
 - b. Maintain its home office or a full service branch bank within Hamblen County;
 - c. Must be an authorized state depository as designated in T.C.A. 9-4-107;
 - d. Must be a participant and originator in the Automated Clearing House System (ACH).
2. The standard proposal form includes an estimated number of transactions for one (1) year. This number is the Hamblen County Trustee's best estimate of the average

volume. The Hamblen County Trustee does not guarantee these as minimum or maximum volumes.

3. Proposers should thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract.
4. Either party may terminate the contract by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. **Under no circumstances will any damages be paid as a result of the termination of this contract.**
5. Failure to comply with any of the terms and conditions of this RFP by the awarded bank will be cause for termination of the banking contract.
6. The bank agrees that the following will not be included in the contract:
 - a. A contract provision setting out a promise by the County to hold harmless or indemnify the bank for a liability arising from the contractual relationship;
 - b. A contract provision whereby the county agrees to limit the bank's liability to the County or to limit the legal remedies otherwise available to the County;
 - c. A contractual provision requiring the County to agree to pay liquidated damages or a contract provision requiring the County to pay attorney's fees to the bank in the event of any litigation between the county and the bank.
7. Subsequent to the issuance of a contract, all parties reserve the right to make amendments or modifications to the agreement by written amendment signed by both parties. No amendment shall be effective unless signed by both a bank representative authorized to bind the corporation and the Hamblen County Mayor.
8. In an effort to enhance communication between the County and the bank over the contract period, an annual review of the County's banking needs may be scheduled.

SCOPE OF BANKING SERVICES

1. The accounts listed below are the main accounts that the Hamblen County Trustee manages. The County anticipates the need to add more accounts during the term of this contract. The accounts needed immediately are as follows:
 - a. Trustee (County's main operation account)
 - b. Trustee Clearing Accounts (4)
 - c. School Food Service
 - d. School Food Service Clearing Account
 - e. Hamblen County Schools Tax Account
 - f. Hamblen County Schools Self Insurance
 - g. School Federal Clearing Account
 - h. School General Clearing Account
 - i. School TCRS
 - j. Hamblen County Schools Construction
 - k. Morristown-Hamblen County Library (3)
 - l. County Clerk
 - m. Circuit Court Clerk (2)
 - n. Register of Deeds
 - o. Sheriff's Department (4)
 - p. Hamblen County Capital Improvements
 - q. Hamblen County Flex Medical Spending
 - r. Hamblen County Self Insurance – Employee Health
 - s. Hamblen County Finance TCRS

2. The banking contract will be for a term of three (3) years, with an option to renew for an additional two (2) year period. It is the County's intent that a single bank provide all the banking services specified in this proposal.

3. The County needs the capability to deposit funds in these accounts by wire transfer, ACH transfers, online book transfers and normal cash/check deposits. The County will debit the accounts via check, outgoing wire transfers and drafts from the Internal Revenue Service and the State of Tennessee. The amount of the transactions will range from several million dollars to as low as a few dollars.

Please list the Banks proposed pricing for the services listed on EXHIBIT **A**

Exhibit A		
Average Collected Balance	\$17,459,505	Pricing
<u>Demand Deposit Services</u>		
Account Maintenance	21	
Check Returns Statements	0	
Stop Payments - Manual	0	
Deposit Credited	489	
Electronic Credits Posted	0	
Deposit Corrections	0	
On US items	515	
Clearinghouse Items	0	
Local Fed / In-State Fed Items	6383	
Out of State Items	1275	
Item's Paid	3809	
Electronic Debits Posted	0	
Other Miscellaneous Debits	0	
<u>Return Check Services</u>		
Return Items	25	
Returned Items - Special Address	0	
Returned Item - Branch Delivery	10	
Returned Items - Maker Reason	0	
<u>Branch / Night Deposit Services</u>		
Branch Cash - Night Bag / ATM Deposit	0	
Branch Cash - OTC Deposit / \$1,000	631	
Branch Currency order / Strap	38	
Branch Currency Order / Partial Strap	0	
Night Bag Process Deposable	323	
Branch Coin Order / Roll	19	
<u>ACH Services</u>		
ACH Collection Application Maintenance	0	
ACH Collection Application Process	7	
ACH Credits Originated	1510	
ACH Reversals	0	
<u>Wire Transfer Services</u>		
W/T Out Non-Repetitive	6	
W/T Out Incoming	5	
Wire Fax Notifications	0	
<u>On Line Services</u>		
SD Detail / per item	4	

ATTACHMENT A – Questions

Please respond to all 13 questions below and include detailed answers in your Proposal.

1. The County wants to maximize the amount of interest it earns on its deposits and balances. How would your banking institution pay interest on county accounts?
2. How would the rate of interest paid be calculated? **Please use Exhibit B to prepare your response** and present a twelve (12) month history of rates based on your proposal.
3. Is your institution a member of the State of Tennessee Collateral Pool? If not, how would your bank collateralize County deposits?
4. The County needs to use online banking services for their accounts. The County uses an internet-based application to check account balances and activity, issue stop payments, initiate wire transfers, and transfer money from one account to another. What system does your bank offer that would give the County electronic access to its accounts on a daily basis? What kind of information is available on your electronic access system? What functions can be completed using your bank's electronic access system? Please include associated fees for Stop Payment Service.
5. The County currently offers direct deposit services to its employees. What direct deposit system does your bank offer? Provide a brief description of how the system works and list the applicable fees.
6. The County desires for the successful bidder to accept property tax payments at all branches from October through February. The payments would be deposited directly into a separate tax account. The Trustee's office will supply temporary receipts to issue to the taxpayers at the time payment is made. Is your institution willing to accept tax payments at its branches? If so, what cost would the County incur for this service?
7. Please list any services your bank offers that you think would be beneficial to the County's operation. Include the cost associated with each service.
8. How does your bank propose the County pay for the banking services?
9. The Trustee prefers electronic capture of checks to be in numerical order, including copies of the front and back of the checks. Deposits must be in chronological order. Please indicate if this is possible. If not possible, please indicate how the checks and deposits will be presented.
10. For employees utilizing direct deposit of their paycheck, what checking account services and other bank services are available for County employees? List any associated fees.
11. Does Bank have capability to provide armored car service for pick up at both the courthouse location and the County Clerks' satellite locations? Include associated fees.
12. Does the Bank have capability to provide Currency Counters? Include associated fees.
13. What is the Bank's capability to have ATM's at the courthouse location?

EXHIBIT B

During the past six (6) months, the average daily balance of the accounts included in this RFP has been approximately \$17.4 million.

Based on the information presented in this RFP, the investment rate on collected funds will be calculated on the Fed Funds Target Market Rate plus _____ or minus _____ basis points.

Date	Percent Rate	Date	Percent Rate

VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the bidder agrees that he has not divulged to, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the bid list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Bid, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the bidder or the bidder's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT PERSON TITLE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	
STREET ADDRESS:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL:	
DATE:	

****By signing this form, the bidder signifies understanding and agreement with Hamblen County Government Terms and Conditions.**

EXCEPTIONS

Bidder MUST sign the appropriate statement below, as applicable.

Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein. NO EXCEPTIONS ARE TAKEN.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

Bidder takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors (Proposers) should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "Non-Responsive", risking the rejection of their submittal.