

**MEMORANDUM**

TO: Riley Purgatory Bluff Creek Watershed District Board of Managers

FROM: Dr. Claire Bleser, Administrator

DATE: January 29, 2021

RE: Request for Proposals for Banking Services

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Pursuant to the direction of the Board of Managers, staff has prepared the attached request for proposals, which would provide for a two year contract with the selected vendor, and would be subject to further solicitation every two years pursuant to Minnesota Statutes Section 103B.227.

Staff is requested Board authorization to issue this request for proposals, subject to any further input from the Board. The RFP would be distributed to qualified vendors in the Twin Cities, including local banking institutions, posted on the District's web site, and posted with the League of Minnesota Cities.

**PROPOSED RESOLUTION:**

Whereas, the Board of Managers has requested the preparation of a request for proposals for banking services;

Whereas, staff has prepared and the Board of Managers has reviewed the Request for Proposals for Banking Services;

NOW THEREFORE BE IT RESOLVED that the Riley Purgatory Bluff Creek Watershed District Board of Managers hereby authorizes staff to issue the request for proposals for banking services.

**Riley Purgatory Bluff Creek Watershed District**

**REQUEST FOR PROPOSALS  
FOR BANKING SERVICES**

The Riley Purgatory Bluff Creek Watershed District (RPBCWD), 18681 Lake Drive East, Chanhassen, Minnesota, 55317, requests proposals from qualified institutions for high quality depository, banking, and investment services offered at a competitive price for RPBCWD. A proposer must be a Federal or State of Minnesota chartered banking institution with the ability to comply with Minnesota Statutes chapter 118A.

RPBCWD may, at its discretion, reject any or all proposals received; accept or reject any part(s) of a proposal; and waive any informality. RPBCWD may award an agreement to a proposer of any single service or all services. RPBCWD may request information or clarification from a proposer, and may allow a proposer to correct an error or omission in a proposal. RPBCWD may retain all

proposals submitted in response to this RFP, and may use content and ideas contained in a proposal regardless of whether RPBCWD selects the proposal.

Nothing in this RFP will be construed to prevent or prohibit RPBCWD from maintaining any types of accounts at other depositories.

**I. General Terms**

- A. Term; Effective Date.** The term of the contract for banking services (Contract) is for a two-year period beginning May 1, 2021. The Contract is effective when fully executed by the parties and will remain in force until the termination date, unless earlier terminated as set forth herein.
- B. Termination; Continuation of Obligations.** RPBCWD may terminate the Contract at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires the successful proposer to complete. The successful proposer will receive full compensation for all authorized work performed on an hourly and direct cost reimbursement basis. In the event the successful proposer does not complete performance of the required banking services (Services), whether due to a party's breach or otherwise, the parties will have, in addition to any specific remedies stated in the agreement, remedies in accordance with ordinary contract law. Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of the Contract and are included in the successful proposer's responsibilities for any subconsultants.
- C. Prices.** The prices quoted in the proposal must be guaranteed for at least two years. RPBCWD may at its discretion permit cost adjustments necessitated by increased costs outside of the successful proposer's control. The successful proposer must document and provide to RPBCWD for its review any cost adjustment, and RPBCWD must approve the adjustment, prior to the implementation of any cost adjustment.
- D. Scope of Work.** This RFP and the successful proposer's supplemental responses, including all promises, warranties, commitments, and representations, become binding contractual obligations incorporated by reference in the Contract. RPBCWD and the successful proposer will sign Automated Clearing House (ACH) and wire transfer agreements on execution of the Contract.
- E. Notification and Acceptance.** The successful proposer, on receiving RPBCWD's notification that it has been selected to provide the Services, has thirty (30) days to execute a contract for banking services with RPBCWD. After thirty (30) days, RPBCWD may select a different proposing banking institution or re-open its call for proposals.

- F. Duty of Care.** The banking institution responding to this RFP represents that a qualified representative of the institution has read and understands the RFP and that its proposal conforms to the requirements of this RFP. Further, a banking institution responding to this RFP certifies that it is familiar with Minnesota Statutes Ch. 118A, and has identified a point of contact and alternate to address the requirements of 118A. The banking institution represents that it is familiar with local conditions under which the services are to be performed, and that it understands that its proposal is based on the required services, equipment, and abilities in this RFP.
- G. Indemnification.** The successful proposer will indemnify, defend and hold harmless RPBCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from: (a) the successful proposer's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, including the duty of due professional care; or (b) a subconsultant's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the successful proposer to RPBCWD.
- H. Independent Contractor.** The successful proposer is an independent contractor under the Contract. The successful proposer will select the means, method and manner of performing the Services and will be entirely responsible for the selection, training, outfitting, direction, supervision and safety of those performing the Services. The successful proposer is not the agent, representative or employee of RPBCWD in any manner, and will not purport to speak for or make any commitment on behalf of the RPBCWD. Persons performing the Services under the Contract will not be considered employees of RPBCWD and will not be entitled to any compensation, rights or benefits of any kind from RPBCWD.
- I. Subcontract and Assignment.** The successful proposer may use subconsultants, subject to prior notice to and consent of RPBCWD and RPBCWD's right to veto any subcontract or assignment, but may not otherwise assign or transfer any obligation or interest in the Contract or any of the Services. RPBCWD consent to subconsulting does not relieve the successful proposer of its legal obligations or duty of care with respect to the Services or any part thereof, nor in any respect its duty of care, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services.
- J. Noncollusion Statement.** The banking institution responding to this RFP hereby affirms that the RFP proposal is signed by an authorized representative of the banking institution. The proposing banking institution affirms that the attached proposal has been compiled independently and without collusion or agreement or understanding with any other vendor. The proposing banking institution affirms that it or its agents have not communicated the contents of this RFP proposal to anyone who is not an employee or agent of the proposing banking institution.

**K. Governing Law.** The Contract will be construed under and governed by the laws of the State of Minnesota.

## **II. Banking Services**

**A. General.** The successful proposer will provide all banking services typically provided by a banking institution to a commercial customer, including processing and clearing of all checks and drafts issued by RPBCWD; the processing of deposits made by RPBCWD; and the maintenance of all accounts placed with the selected banking institution.

**B. Required Services.** The successful proposer must provide the following Services:

Availability of funds. RPBCWD will follow the banking institution's standard availability schedule, which may not be less favorable than the requirements of the Office of the Comptroller of the Currency, other regulatory bodies, or other relevant laws.

Returned check processing. The successful proposer must automatically process returned checks a second time.

Wire transfer services. The successful proposer will provide RPBCWD the ability to make wire transfers on the internet. The successful proposer will provide written confirmation of all wire transfers to RPBCWD within twenty-four (24) hours. The successful proposer will promptly process wire transfers and notify RPBCWD when a wire transfer is confirmed.

Automated clearing house. The successful proposer must have and maintain Automated Clearing House (ACH) origination bank capabilities. The successful proposer must conform to National Automated Clearing House Association (NACHA) and Uniform Commercial Code Article 4A (UCC4A) rules. RPBCWD may choose to use the ACH network for monthly direct deposit payroll transactions processed by electronic files on the internet. The successful proposer will provide for electronic funds transfers of all federal and state withholding taxes as directed by RPBCWD.

Collateral. The successful proposer will provide collateral for all deposits of RPBCWD of type and in the amounts as required by state and local laws and policies. The successful proposer will provide a collateral report that lists the type of collateral and its market value at least monthly and within three business days of a written request.

Balance information and reporting. The successful proposer will provide internet access to all RPBCWD accounts for updated balance and account inquiries. The RPBWD must be able to obtain accurate information regarding its account balances. Ledger balance, available balance, collected balance, and detailed information listing debit and credit items must be accurately maintained and available. If controlled disbursement is elected, two presentments for controlled disbursement transactions must be available by 10:30 a.m. daily.

Account reconciliation. The successful proposer will provide monthly statements to RPBCWD as soon as practical but not later than the seventh working day of the month for the previous month, along with a monthly account analysis report listing the transactions processed and the average balances. The statements must include tracking all debits (wire transfers, dishonored items, investment transfer, ACH returns), and credits (deposit detail). The successful proposer will provide a listing of outstanding checks, a listing of paid checks, a summary of outstanding checks, cancellations (voids/stop payments), paid no issues, and bank originating entries (with backup). The successful proposer must document all miscellaneous debits as to date, amount, and reason for issuance. The successful proposer must provide RPBCWD with computerized detailed paid check information. The successful proposer must provide storage for all paid checks, or provide electronic images of all processed checks.

Remote deposit. The successful proposer will provide RPBCWD the ability to participate in remote deposit.

Fraud prevention. The successful proposer will have fraud prevention measures available for RPBCWD to utilize to securely maintain funds. Tools available should include, and not be limited to: positive pay; ACH blocks and filters; intra-day access; payee positive pay; multi-factor authentication; and various administration levels.

### **III. Proposal Submission**

#### **A. Estimated timeline for process**

February 4, 2021	RFP issued
March 24, 2021	Proposal due by 5:00 p.m.
April 7, 2021	Anticipated selection and approval
May 1, 2021	Contract start date (target date)

Proposals received after the due date and time may not be considered.

#### **B. Submission requirements**

Please provide a copy of all agreements that RPBCWD will be required to enter into as a customer of the banking institution.

Please include a description of the electronic, internet banking capabilities for requested services.

Please provide a description of insurance, OCC report, any restrictions on operations imposed by law, OCC, or settlement agreement.

Please provide a copy of the fee schedule for the banking institution services.

Please submit one electronic copy of the proposal to:

Riley Purgatory Bluff Creek Watershed District  
Attn: Amy Bakkum  
18681 Lake Drive East  
Chanhassen, Minnesota, 55317  
abakkum@rpbcwd.org

**C. Inquiries**

Prospective service providers may submit questions by mail, e-mail, or phone.

Riley Purgatory Bluff Creek Watershed District  
Attn: Amy Bakkum  
18681 Lake Drive East  
Chanhassen, Minnesota, 55317  
Phone: 952-607-6026  
abakkum@rpbcwd.org