

BANKING SERVICES AGREEMENT

This BANKING SERVICES AGREEMENT (this "Agreement") is entered into as of the 10th day of February, 2012, by and between the CITY OF GRAND JUNCTION, a Colorado municipal corporation (the "City"), with offices at 250 North Fifth Street, Grand Junction, Colorado 81501, and ALPINE BANK, GRAND JUNCTION, a state chartered bank (the "Bank"), whose address is 225 North Fifth Street, Grand Junction, Colorado 81501.

RECITALS:

A. Mesa County Purchasing requested proposals for annual banking services pursuant to the 2011 Request for Proposal (the "RFP"). The City will accept the County RFP process and "piggyback" on the award to the Bank.

B. In response to the RFP, the Bank submitted its proposal for banking services, dated November 14th, 2011 (the "Proposal").

C. The City accepts the proposal and the parties desire to enter into this Agreement to implement and supersede the Proposal, upon the terms, provisions and conditions set forth hereafter.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, obligations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Bank hereby agree as follows:

1.0 Recitals. The Recitals hereto are true and correct and are incorporated herein by this reference.

2.0 Definitions. For all purposes of this Agreement, the following defined terms shall have the meanings ascribed to them hereafter, unless the reasonable context otherwise requires:

2.1 "Accounts" shall mean and include, collectively, the General Operating Account, Payroll Clearing Account, Accounts Payable Checking Account, Ambulance Clearing Account, Investigative Checking Account, and any and all other accounts maintained by the City at the Bank pursuant to this Agreement.

2.2 "Accounts Payable Checking Account" shall mean the special

zero balance demand deposit account into which funds from the General Operating Account will be transferred solely for purposes of paying accounts payable checks.

2.3 "Authorized Representative" shall mean each of the individuals designated on the addendum to account agreements.

2.4 "Banking Day" shall mean that part of any calendar day upon which the Bank is open to the public for transacting substantially all of its banking functions.

2.5 "Confidential Information" shall mean any and all materials, documents, data and other information designated by the City or the Bank as proprietary or confidential.

2.6 "General Operating Account" shall mean the City's general demand deposit account.

2.7 "Investigative Checking Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account shall be transferred solely for purposes of paying Investigative checks.

2.8 "Payroll Clearing Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account shall be transferred solely for purposes of paying the City's payroll obligations.

2.9 "Ambulance Clearing Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account will be transferred solely for purposes of paying Ambulance obligations.

2.10 "Prime Rate" shall mean at any time and from time to time the per annum rate of interest then most recently publicly announced by the Bank as its prime rate of interest.

3.0 Establishment of Accounts. The City shall establish and maintain the Accounts at the Bank throughout the term of this Agreement. The City shall comply with any and all rules, regulations, practices and procedures of the Bank which generally and non-discriminatorily apply to opening and maintaining any and all of the Accounts, as such rules, regulations, practices and procedures may be modified and amended from time to time in the Bank's sole discretion, and shall execute and deliver to the Bank any and all documents and instruments from time to time required by the Bank to open and maintain the Accounts. The rules, regulations, practices and procedures applicable to the

Accounts, as the same may be modified and amended from time to time, are incorporated herein by this reference.

4.0 General Operating Account. The City shall make all deposits under this Agreement into the General Operating Account. The availability of any and all amounts deposited in the General Operating Account shall be governed by the provisions of Regulation CC adopted by the Board of Governors of the Federal Reserve System, implementing the Expedited Funds Availability Act, as such Regulation CC or Expedited Funds Availability Act may be modified and amended from time to time. In the event of any conflict between the provisions of Regulation CC and the provisions of this Agreement, the provisions of Regulation CC shall prevail and be controlling. The City shall at all times maintain on deposit in the General Operating Account available funds in sufficient amounts to cover any and all checks, drafts and other obligations payable from the General Operating Account, including, without limitation, obligations arising under this Agreement.

4.1 Interest. The daily collected balance in the General Operating Account shall bear interest as outlined in The Bank's current Public Rates Deposit Sheet. Accrued interest shall be credited to the General Operating Account on a monthly basis.

4.2 Overdrafts. Overdrafts of the General Operating Account shall not be permitted; provided, however, that the Bank may, but shall not be required to, notify the City of any item(s) presented or other charge(s) or transfer(s) normally debited from the General Operating Account for which there are insufficient funds, and with the Authorized Representative's authorization may, at its sole discretion but without obligation to do so, honor such item(s) or debit such charge(s) or transfer(s), thereby creating an overdraft in the General Operating Account.

4.3 Deposit Items Returned. The Bank shall promptly notify the City of all item(s) deposited in the General Operating Account which are returned unpaid. The Bank shall send any item(s) for collection a second time, prior to notifying the City. At the City's request, the Bank shall deliver unpaid deposit item(s) to the City.

4.4 Interest on Overdrafts. The amount of any overdraft arising under Sections 4.2 or 4.3 above shall bear interest at a variable rate equal to the Prime Rate, changing on the date of any change in the Prime Rate. The amount of any such overdraft, together with all accrued interest thereon, shall be due and payable by the City upon demand therefor by the Bank.

4.5 Statement. The Bank shall provide the City with a monthly

statement of the General Operating Account, accompanied by any and all documents concerning or related to the account.

4.6 On-Line Banking. The Bank shall provide electronic on-line banking services including but not limited to: on-line banking, cash management, automated clearing house, positive pay.

5.0 Payroll Clearing Account. The bi-weekly payroll checks drawn by the City and all electronic funds transfers through automated clearing house services for payroll purposes ("EFT/ACH") shall be drawn on and payable from the Payroll Clearing Account. The Bank shall debit the Payroll Clearing Account for the total of EFT/ACH and for each City payroll check properly presented. Each Banking Day, the Bank shall transfer from the General Operating Account to the Payroll Clearing Account the amount of total debits to the Payroll Clearing Account for that day. The City shall assure that there are sufficient available funds in the General Operating Account to cover the transfers to the Payroll Clearing Account.

5.1 Direct Deposit. The City and the Bank acknowledge that certain of the City's employees have requested direct deposit of payroll amounts to accounts designated by such employees. The City shall prepare and deliver requests for electronic funds transfers through electronic or other media in a format satisfactory to the Bank, to enable the Bank to initiate for each payday an EFT/ACH for each employee who requests direct payroll deposits. Such transmission media shall be and remain the property of the City. The City shall deliver or transmit requests for EFT/ACH no later than the close of business on the Banking Day which is three (3) Banking Days prior to each payroll date. The City agrees to be bound by the Operating Rules adopted by the Rocky Mountain Automated Clearing House Association ("RMACHA") and in effect from time to time. In the event of a conflict between the provisions of the Operating Rules and the provisions of this Agreement, the provisions of the Operating Rules shall govern and be controlling. The Bank shall initiate the EFT/ACH transfers such that the funds are available to the employees on city paydays. The Bank acknowledges the receipt and sufficiency of a schedule of paydays for the term of this agreement.

5.2 Security Procedure. The procedures described below shall be followed with respect to all electronic and other media to be submitted to the Bank under Section 5.1 above:

(a) The Bank shall assign a City Identification Number ("CIN") to the City and forward such CIN to the City. The CIN will be required to verify the authenticity of all electronic and other media submitted to the Bank. The City shall maintain adequate procedures to ensure that only Authorized Representatives have access to the CIN.

(b) A submission of electronic and other media to the Bank must be hand delivered to the Bank only by an Authorized Representative, or it will not be accepted by the Bank for processing.

5.3 Warranties Relating to EFT/ACH. With respect to each EFT/ACH request submitted by the City, the City represents and warrants to the Bank that:

(a) The employee to whom such EFT/ACH request pertains has authorized the EFT/ACH prior to its submission by the City to the Bank, and that such authorization is effective and shall so remain until the EFT/ACH is posted to the employee's account; and

(b) The EFT/ACH request is accurate, in proper form, timely and conforms to all obligations which the City owes to the applicable employee and vice versa. At the Bank's request, the City will provide to the Bank copies of any and all of the City's direct deposit agreements with its employees.

5.4 Errors in Request Entry Data. In the event the City discovers errors in entry data submitted to the Bank, the City may submit corrections and adjustments to the Bank no later than 3:00 o'clock P.M. on the Banking Day preceding the effective date of the item(s) in error. Any corrections or adjustments shall be verified in the manner described in Section 5.2 above. The Bank shall use its best efforts to implement the requested correction or adjustment provided that such erroneous item(s) is still within the control of the Bank. In any event these items will be processed by the Bank in accordance with the applicable Operating Rules.

5.5 Errors in EFT/ACH Requests. In the event the Bank discovers errors in EFT/ACH data delivered by the City, such as unreadable or out of balance data, or if the Automated Clearing House or any receiving bank rejects any credit EFT/ACH or group of credit EFT/ACH's initiated by the City, the Bank shall promptly notify the authorized representative of the City thereof by telephone.

(a) If the error precludes the Bank from processing the data, the City shall resubmit all original requests for EFT/ACH's (in their entirety) after correcting the portion of the request in error. If such corrected data is not received as provided in Sections 5.1 and 5.2 above, such data may not be posted to the employee's accounts on the effective date.

(b) If the error or reject of a credit through EFT/ACH will cause a delay which will preclude the EFT/ACH from being posted on the effective date, the City is responsible for notifying its employees as to when and how much credit will be made.

5.6 Duties of Bank. The Bank shall promptly advise the City of the Bank's non acceptance of any EFT/ACH request, or of interruptions in the

automated clearing house system which may significantly hinder or delay processing and/or completion of a requested EFT/ACH.

5.7 City Acknowledgments. The City acknowledges as follows:

The City fully understands the nature and extent of the security procedures provided for the initiation of the EFT/ACH transfers by submission of electronic and other media.

(b) Any electronic and other media received by the Bank hereunder shall be effective as the EFT/ACH request of the City, and the City will be bound by such EFT/ACH request, whether or not such magnetic tape was actually authorized by the City, if the electronic or other media was verified in accordance with the security procedures and provisions of this Agreement.

(c) The City shall have full responsibility for the detection of errors in any EFT/ACH request.

(d) The Bank may rely on the identifying number of any intermediary or beneficiary's bank included in the City's EFT/ACH requests as proper and conclusive identification of such intermediary or beneficiary's bank, even though the City's EFT/ACH request also identifies such intermediary or beneficiary's bank by name. The City shall be responsible for payment of any EFT/ACH request paid on the basis of identifying number(s) as provided to the Bank. Other than for the bank's responsibilities specifically addressed herein, the Bank shall have no liability or responsibility to the City with respect to EFT/ACH requests, including without limitation, any act or omission by any automated clearing house association, or any other financial institution, person or entity. The Bank shall have no liability to the City for any non-performance, damages or losses due to strikes, breakdowns or other non-functioning of equipment, impossibility of performance or other causes or circumstances beyond the Bank's reasonable control. Notwithstanding the provisions set forth herein, the liability of the Bank for any EFT/ACH request incorrectly made as a result of the Bank's non-compliance with the security procedures or provisions contained in this Agreement shall be limited to the amount of such transfer which is not recovered within a reasonable period of time, and if the Bank is unable for any reason under the Bank's control to initiate an EFT/ACH transfer on the day of receipt of the corresponding EFT/ACH request, the liability of the Bank shall be limited to interest calculated at the Prime Rate. Interest shall accrue until the EFT/ACH transfer is completed.

(e) The beneficiary's bank may make payment on the City's EFT/ACH request on the basis of an identifying or bank account number, even if such number identifies a person other than the beneficiary named in the EFT/ACH request. The City shall be responsible for payment of any EFT/ACH request paid on the basis of such number as provided to the Bank.

(f) The City shall be responsible for the compliance of its EFT/ACH requests with any and all automated clearing house rules and regulations, and the Bank shall have no responsibility for the content of EFT/ACH requests submitted by the City.

5.8 Statement. The Bank shall provide the City with a monthly statement of the ~~Payroll~~ Clearing Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

6.0 Accounts Payable Checking Account. All Accounts Payable checks shall be drawn on and payable from the Accounts Payable Checking Account. The Bank shall, on the Banking Day on which each check is properly presented for payment, provisionally debit the Accounts Payable Checking Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Accounts Payable Checking Account the amount of total debits to the Accounts Payable Checking Account for that day.

6.1 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Accounts Payable Checking Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

6.2 Statement. The Bank shall provide the City with a monthly statement of the Accounts Payable Checking Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

7.0 Petty Cash Clearing Account. All Petty Cash checks shall be drawn on and payable from the Petty Cash Clearing Account. The Bank shall, on the banking day on which check is properly presented for payment, provisionally debit the Petty Cash Clearing Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Petty Cash Clearing Account the amount of total debits to the Petty Cash Clearing Account for that day.

7.1 Limitation of Amount. Items drawn on the Petty Cash Clearing Account shall not exceed the amount of \$100.00 each. The Bank is authorized to dishonor items drawn on the Petty Cash Clearing Account in excess of \$100.00.

7.2 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Petty Cash Clearing Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

7.3 Statement. The Bank shall provide the City with a monthly statement of Petty Cash Clearing Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

8.0 Investigative Checking Account. All Investigative checks shall be drawn on and payable from the Investigative Checking Account. The Bank shall, on the Banking Day on which check is properly presented for payment, provisionally debit the Investigative Checking Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Investigative Checking Account the amount of total debits to the Investigative Checking Account for that day.

8.1 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Investigative Checking Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

8.2 Statement. The Bank shall provide the City with a monthly statement of the Investigative Checking Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

9.0 Parking Meter Collections. The City shall deliver to the Bank its collections from parking meters. The Bank shall count and process the coins and other such collections and deposit the same in the General Operating Account.

10.0 Telecommunications. The City and the Bank acknowledge the benefits of transmission of information by way of telecommunications technology in terms of accuracy of data, labor savings, and material savings, and agree to pursue opportunities to their mutual benefit to establish such interaction as appropriate.

11.0 Collateral. The Bank shall be, and maintain at all times while it is providing services under this agreement, its status as an "Eligible Public Depository" as defined in Title 11, Article 10.5 of the Colorado Revised Statutes and shall maintain collateral as defined and required by law for all amounts deposited in the Accounts for the purposes therein designated.

12.0 Other Banking Services. The Bank shall provide such other banking services as reasonably requested by the City, including, without limitation, stop payment services and wire transfers, according to the Bank's customary rules, regulations, practices and procedures in effect from time to time, which rules, regulations, practices and procedures are incorporated herein by this reference.

13.0 Standard of Care. The Bank shall act in good faith in performing its duties and obligations hereunder. The Bank shall only be liable to the City under this Agreement for its negligence or willful misconduct in performing the

services provided for herein; provided, however, that the standard of care imposed upon the Bank with respect to any other services provided to the City for which the Bank and the City execute a separate agreement shall be as set forth in the agreement covering such services. Any liability of the Bank hereunder for breach of the applicable standard of care set forth above shall be limited to actual damages proximately caused by the conduct of the Bank, and shall not, under any circumstances whatsoever, include consequential, indirect special, exemplary or punitive damages, unless otherwise provided herein.

14.0 Force Majeure. Any delay, default, error or inaccuracy in the performance by either party of its obligations hereunder shall be excused when such delay, default, error or inaccuracy in performance is directly or indirectly attributable to any cause or event of any nature whatsoever beyond the reasonable control of such party, including, without limitation, any act of God, civil disturbance, riot insurrection, act of public enemy, or war; any fire, flood, or weather condition; any explosion or earthquake; any strike, labor dispute, sit-down, slow-down or walk-out; any shortage of suitable parts, material, labor, fuel or transportation, electrical or other power failure, brown out or black out; or any compliance with any regulation, order or requirement of any duly authorized governmental body or agency having jurisdiction over a party or parties.

15.0 Term. This Agreement shall become effective as provided herein for an initial term, through and including December 31, 2012. Upon expiration of such initial term, this Agreement shall automatically renew for successive one (1) year renewal terms, unless this Agreement is earlier terminated by either party as set forth below, or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or any renewal term hereof. Notwithstanding anything to the contrary set forth above, the maximum number of automatic renewal terms shall be three (3) and this Agreement shall terminate without further notice on December 31, 2012.

16.0 Termination. In addition to the right to give notice of non-renewal prior to the expiration of any annual term, as set forth in Section 16.0 above, either party, if not in default under this Agreement, may terminate all or any part of this Agreement whether with or without cause, by giving written notice of termination at least ninety (90) days prior to the effective date of termination.

17.0 Confidentiality. The City and the Bank shall protect and maintain the confidentiality of all Confidential Information provided by one to the other, and shall not publish or disclose any of such Confidential Information to any third party without the written consent of the other party. The City and the Bank shall not be required to protect any Confidential Information which is or becomes publicly available, is independently obtained by either of the parties outside the scope of this Agreement, must be disclosed by court order or other legal

process or is rightfully obtained from third parties who disclose such Confidential Information.

18.0 No Implied Waiver. No failure by either party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default.

19.0 Notice. Any notice required or permitted to be given under this Agreement may be given in person or by mail, and shall be effective upon receipt thereof or, if given by mail, upon deposit in the United States mail, first-class postage prepaid, return receipt requested addressed to the persons and at the address as shown below for the party to whom such notice is given:

If to the Bank:

Alpine Bank, Grand Junction
225 North Fifth Street
Grand Junction, CO 81501
Attention: President

If to the City:

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501
Attention: Director of Finance

20.0 Severability. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency or self-regulatory body having jurisdiction over either party hereto, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance thereof by both parties shall be waived, and all other provisions of this Agreement shall nevertheless remain in full force and effect.

21.0 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Colorado, except to the extent that federal laws and regulations apply. Venue for any action construing or arising out of, or under, this Agreement shall be in Mesa County, Colorado.

22.0 Assignment. Neither party hereto shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Bank shall be permitted, without the prior written consent of the City, to assign some or all of its obligations hereunder to a processor or servicing agent designated by the Bank. Any such processor or servicing agent shall be

bound, and shall have rights and obligations under the terms hereof to the same extent as the Bank.

23.0 Proprietary Data. All specifications, systems, programs, documentation, reference manuals, components and accessories comprising the Bank's service system and all similar material utilized or developed by the Bank in connection with this Agreement or otherwise are confidential and shall be and remain the sole property of the Bank and may not be copied or distributed or disclosed to any person other than to the City's authorized employees and to persons specifically authorized by the Bank in writing. All such materials shall be returned to the Bank upon the termination of this Agreement.

24.0 Survival of Obligations. The obligations of the parties set forth in Sections 17.0, 23.0 and 25.0 of this Agreement shall survive any termination of this Agreement.

25.0 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Bank, subject to the terms of Section 24.0.

26.0 Attorneys' Fees. In the event that this Agreement is breached by either party hereto, in addition to any remedies provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred by the prevailing party in enforcing its rights hereunder, including, without limitation, court costs, and attorneys' fees or the reasonable value thereof.

27.0 Entire Agreement. Each party hereto has read this Agreement together with the various detailed operating agreements (the ACH Origination Agreement dated January 1, 2006, the Merchant Agreement dated January 1, 2006, and the PC Banking Services agreement dated January 1, 2006), which are incorporated by this reference as if fully set forth, understands it with the inclusions, and agrees to be bound by its terms and conditions. This Agreement together with the Bank's customary rules, regulations, practices and procedures governing accounts in effect from time to time, supersedes the RFP, the Bid and all prior verbal or written agreements between the parties and constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof; except as otherwise set forth herein, it cannot be altered, amended or modified except in a writing executed by a duly authorized representative of each party.

28.0 Parties in Interest. This Agreement is not intended to, and shall not confer upon any other person or entity any benefits, rights or remedies.

29.0 Further Assurances. The parties hereto agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to the subject matter hereof.

30.0 Headings. The section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the terms or provisions of this Agreement.

31.0 Execution Authority. By executing this Agreement, both parties represent and warrant that they have full right, power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first set forth above.

ATTEST:



Stephanie Linn
Title: City Clerk

CITY OF GRAND JUNCTION, Colorado,
a municipal corporation

By: [Signature]
Title: FINANCIAL OPERATIONS DIRECTOR

ATTEST:

[Signature]

Title: Vice President

ALPINE BANK, GRAND JUNCTION,
a state chartered bank

By: [Signature]

Title: REGIONAL PRESIDENT



Regional and Shared Services

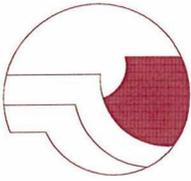
Donna L. Ross, Director

*Code Compliance Services • Facilities
Fairgrounds • Fleet • Landscapes and Parks
Purchasing • Regional Transportation Planning Office
Tri-River Area Cooperative Extension
(970) 244-1810 • donna.ross@mesacounty.us*

P.O. Box 20,000 • 544 Rood Avenue, Room 309 • Grand Junction, CO 81502-5001

January 4, 2012

WHAT	CITY	COUNTY
Write scope of work		X
Notify Purchasing of formal bid		X
Prepare bid documents	X	
Advertise bid	X	
Respond to inquiries	X	
Bid Opening	X	
Analyze/evaluate bids	X	X
Make award		X
Fill in contract template	X	
Issue Purchase Order or seek BoCC approval		X
Encumber funds, receive goods/services, process invoices		X
Notify unsuccessful vendors	X	
Respond to post-award inquiries	X	



Mesa County Purchasing

544 Rood Avenue, 2nd floor

Grand Junction, Colorado 81501

Fax 970-244-1864

**MESA COUNTY
REQUEST FOR PROPOSAL
DDO-49-11
BANKING SERVICES**

The Board of County Commissioners of the County of Mesa, Colorado by and through its Regional Services Director, on behalf of the Mesa County Treasurer, is accepting proposals for individuals and/or companies to provide various banking services for the Mesa County Treasurer as specified in this Request for Proposal (RFP) Number DDO-49-11.

Proposals must be submitted by providing a response in accordance with the specifications, placed in a sealed envelope bearing the return address of the bidder, and clearly marked "REQUEST FOR PROPOSAL NUMBER DDO-49-11". Proposals must be received at the Mesa County Purchasing Division, 544 Rood Ave., 2nd Floor, P.O. Box 20000, Grand Junction, CO 81501 NO LATER THAN 2:00 P.M. November 14, 2011.

The most responsible proposal will be determined by criteria determined essential to Mesa County. The criteria is not limited to the lowest price. Mesa County reserves the right to reject all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to Mesa County. One respondent may or may not be the successful Contractor. All proposals received are subject to negotiation prior to any contract award. Mesa County reserves the right to cancel this RFP at any time and for any reason.

This RFP is not a commitment to purchase, and any expenditures experienced by the respondent in preparation and submission of a proposal shall not be reimbursed by Mesa County; nor does Mesa County obligate itself with any action taken or cost incurred by a respondent in preparing a response to this RFP.

This RFP will be non-exclusive. Mesa County reserves the right to purchase any supplies or services from other vendors.

Doni O'Rourke, C.P.M.
Administrative Coordinator

QUOTATION INFORMATION

1. All participating bidders, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this Request for Proposal as stated or implied herein. Should Mesa County omit anything from this proposal package which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then potential respondents shall secure instructions from Doni O'Rourke in the Mesa County Purchasing Department, telephone number 970-255-7153, prior to the time and date of the proposal closing date shown in the Request for Proposal (RFP).

2. After proposals are opened, a respondent may be given an opportunity to explain the nature of any error and may request their proposal be withdrawn. Such proposals may, with the approval of the Regional Services Director or his/her designated representative be withdrawn and not resubmitted. Errors, determined by Mesa County to be minor, may be allowed within an acceptable proposal. Recalculation of the proposal will be done by the Regional Services Director or his/her delegated representative and will be done using only information already present within the previously submitted written proposal.

3. Proposers are expected to examine the specifications and all instructions contained in this proposal package. Failure to do so will be at the proposer's risk. It is the responsibility of the perspective service provider to check web address: <http://www.mesacounty.us/purchasing/ddo-49-11.aspx> for any and all information as it pertains to RFP# DDO-49-11.

4. LATE OR UNSIGNED PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED. IT IS THE RESPONSIBILITY OF THE RESPONDENT TO INSURE THE PROPOSAL ARRIVES IN THE MESA COUNTY PURCHASING DEPARTMENT PRIOR TO THE TIME INDICATED ON THE REQUEST FOR PROPOSAL.

5. A Contract for Professional Services shall be awarded to the most responsible proposal received which will be determined by criteria determined essential to Mesa County. The criteria is not limited to the lowest price. Mesa County reserves the right to reject all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to Mesa County.

6. Important dates:

RFP notification sent to potential suppliers:	October 23,	2011
Advertisement of Proposal (estimate):	October 23,	2011
Deadline for Written Questions	November 4,	2011 (10:00 A.M.)
Answers to Written Questions Posted by 5:00 P.M.	November 9,	2011 (5:00 P.M.)
Proposals Due to Mesa County Purchasing:	November 14,	2011 (2:00 PM)
Completion of Source Selection (estimate):	November 18,	2011
Award of Contract (estimate):	December 5,	2011

**MESA COUNTY
PROPOSAL NUMBER DDO-49-11
PROPOSAL SHEET**

Objective

It is Mesa County's intent to contract to a private vendor. Terms, Conditions and Statement of Work are included on the attached page.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE PROPOSAL DOCUMENTS. IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON A SEPARATE SHEET OF PAPER, ATTACHED TO THIS PROPOSAL SHEET AND RETURNED WITH YOUR PROPOSAL.

FIRM OR INDIVIDUAL _____ TELEPHONE _____

ADDRESS _____

PRINT NAME AND TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

Note: This form must be completed, signed and submitted with your proposal response in order for your proposal to be considered responsive.

- 1) The attached sample of a Mesa County Professional Services Contract and the attached Exhibits D are the tentative terms and conditions contemplated for any contract that results from this RFP process. In the event you or your firm takes any exceptions to these terms and conditions, please identify your exceptions in your response.
- 2) Insurance Requirements: The attached copy of Exhibit C entitled "Insurance Requirements" reference the Insurance Requirements that potential Contractors shall meet prior to being awarded a Contract. The only insurance requirements that apply to this scope of work in DDO-49-11 are contained in paragraphs 6A, 6B, and 6C. Any Certificates of Insurance provided by Contractors must contain the special endorsement language contained in paragraph 7 of Exhibit C. As an additional insurance requirement, the Certificate of Insurance provided by a bank to meet this requirement should (at a minimum) include a specific representation that either the bank's General Liability Insurance and/or the bank's Error's and Omissions coverage include coverage for fiscal fidelity related to the banking services to be provided under the terms of a Contract as contemplated herein.
- 3) In order for your proposal to this RFP# DDO-49-11 to be considered responsive you must submit this completed signed proposal sheet along with a letter from your insurance carrier indicating your bank's ability to provide the required insurance as stated immediately above in paragraph 2, Management Proposal, Key Persons, References and Fee/Pricing

Schedule as instructed on page 7 of this RFP# DDO-49-11.

GENERAL INSTRUCTIONS AND BACKGROUND:

Mesa County is issuing this RFP for the purposes of teaming with a banking institution with a presence in Mesa County to provide a variety of banking services for the Mesa County Treasurer's Office. Mesa County intends to utilize the results of this proposal process to select a Bank to provide various banking services as defined in the attached "Scope of Work for Request for Proposal #DDO-49-11". Mesa County desires to place the selected Contractor under Contract beginning January 1, 2012 through December 31, 2012 and such Contract shall be renewable for 3 to 5 additional one year periods at the sole discretion of Mesa County (as contemplated in paragraph #15 of the enclosed Exhibit D).

SCOPE OF WORK:

Requirements:

- 1) During the initial term of this Professional Services Contract and any subsequent periods of extension, the Bank **must** maintain a level of collateralization to remain in compliance with Colorado State Statutes 11-10.5-106 and 11-10.5-107, *et seq* (See web page www.sos.state.co.us for "Code of Colorado Regulations").
- 2) During the initial term of this Professional Services Contract and any subsequent periods of extension, the Bank **must**, at all times, have sufficient collateral pledged to meet the requirements contained in the Public Deposit Protection Act of 1975 (see web page www.dora.state.co.us/BANKING/PDPAINFORMATION/PDAINDEX.HTM). At any time, the County may request the Bank furnish a report from the Colorado Banking Commissioners verifying compliance with this requirement.
- 3) The Bank is required to perform services described herein with strict confidence and shall only disclose details of the County's financial dealings with the designated County representatives or to such parties recognized to have the authority to perform audits and/or other examinations.
- 4) All reports generated by the Bank related to any County financial transactions, including all custom reports, papers, data and/or items developed by the Bank to meet the requirements of a contract, shall be made available only to designated Mesa County and the Bank's representatives.

Description of Services to Be Provided by the Bank:

- A) Should the County find it is in their best interest to execute a contract, upon execution of said Professional Services Contract, the County and the Bank acknowledge that the County has five (5) Warrant Accounts. The County requires that the Bank transfer funds on a *daily* basis from the County's operating account to a particular Warrant Account in amounts sufficient to bring each Warrant Account to a zero balance on a daily basis. The Bank shall furnish Mesa County a statement each business day of transactions that occurred on the preceding business day, and such information must be maintained by the Bank online.

At the time this Professional Services Contract is executed by the Bank and the County, the County's five (5) Warrant Accounts are listed below:

- (1) Accounts Payable
- (2) One for Finance
- (3) One for Treasurer
- (4) One for Department of Human Services (DHS)
- (5) Payroll

Palisade Drainage District

Note: It should be noted that warrants for the Palisade Drainage District are processed through the County's primary operating account (sweeps).

- B) At the time of this Professional Services Contract, the County and Bank acknowledge that the County has credit card, e-check and ACH sweep accounts. (*The Treasurer's vendor for property tax payments is Eagle/Positive Pay. Eden also uses Positive Pay. The bank chosen by the County must be compatible with this vendor. The Treasurer also requires web base ACH compatible with our software vendor.*) The County requires the Bank transfer funds on a daily basis from the County's operating account to or from a particular account in amounts sufficient to bring each account to a zero balance on a daily basis. The Bank shall furnish Mesa County a statement each business day of transactions that occurred on the preceding business day and such information must be maintained by the Bank online.
- C) At the time of this Professional Services Contract, the County and Bank acknowledge that the County has two self-insured accounts. The County requires the Bank transfer funds as needed from the County's operating account to fund the self-insured accounts sufficiently.
- D) At the end of each month, the Bank shall complete a formal reconciliation for each Warrant Account. The County will provide (via e-mail) all information required by the Bank to complete this reconciliation by the fifth (5th) day of the following month. The Bank shall complete this Warrant Account reconciliation by the tenth (10th) day of the following month. The Bank shall complete the reconciliation utilizing its own in-house software. It is the intention of the County to compare the Bank's reconciliation with the County's own internal reconciliation on a monthly basis. Representatives of the County and the Bank would meet as required to resolve any differences.
- E) In addition to the County's main operating accounts, there is a County Investment Account that will be established by the Bank, on behalf of the County, for the purposes of depositing available County funds to earn interest at a rate greater than or equal to the 90-day T- Bill rate as quoted in the Wall Street Journal on Friday of each week. There shall be no requirement on the County (by the Bank) to maintain a minimum or maximum dollar amount in this Investment Account.

- F) At the time of this Professional Services Contract, the County requires the capability for daily remote capture presently from multiple locations. The Bank shall provide the software program and hardware necessary to perform the electronic deposits.
- G) At the time of this Professional Services Contract, the County requires the ability to efficiently download statements, perform transactions and wire transfers (incoming/outgoing) as needed.
- H) The Bank will not allow any access, deposits, withdrawals, or transfers to be made to the County's account(s) unless such access, deposits, withdrawal, and/or transfer has been requested by an individual designated by the Mesa County Treasurer in writing to have such authority.
- I) Any monetary transfers and/or deposits made to the Bank by other financial institutions (*i.e.*, a large sum transferred by a bank to meet annual property tax payments for many mortgages, etc.) to the County's accounts shall be applied and credited to the appropriate County account on the same business day in which the transfer/deposit occurred.
- J) The County requires one local (Mesa County residing banking firm) contract administrator or banking representative as a primary contact or liason between Mesa County and the awarded banking firm.
- K) During the initial period of performance of this Professional Service Contract and any periods of extension as contemplated, both the Bank and the County acknowledge that for a variety of reasons (*i.e.*, statutory changes, increase and/or decrease in the number of Warrant Accounts, etc.) that the scope of services identified herein may be required to change. Both the County and the Bank agree to negotiate such changes to this Scope of Work in good faith.

REFERENCES: Please provide a name and phone number of at least three (03) current or past customers for which your firm has provided security services as described above. References from public entities would be preferred.

Mandatory Information that Must be Submitted in Order for Your Proposal Response to Be Considered Responsive:

1) Provide a narrative Management Proposal that documents the services offered by your bank and a description of personnel and resources that would be used by your bank to perform the scope of work referenced in the enclosed Scope of Work. This narrative Management Proposal should include:

- * a description of your bank and provide a narrative description of the methods, approach and resources that would be utilized by your bank to provide the services referenced herein;
- * a summary of the collective experience of members of your bank in dealing with public entities;
- * name(s), experience and qualifications of your Key Person(s);
- * the number of employees employed by your bank in Mesa County;

Notes: a) In this section of your response, do not include personnel qualifications for individuals that will not be directly involved in performing the work contained herein.

- * Provide your company's information security plan to ensure confidentiality; and
- * Provide your company's disaster recovery plan.

- 2) Provide the names and phone numbers of at least 3 references as requested above. References from public entities for which your firm has provided services similar to the scope of work as stated in RFP DDO-49-11. Also references that have first hand experience in dealing with the Key Person identified elsewhere in your proposal response would be preferred.
- 3) Identify the "Key Person" (as stated in paragraph J of the scope of work) at your Mesa County Bank location that would be the primary point of contact for all tasks listed in the scope of work. Include a representation concerning this "key person's" abilities to perform the scope of services described herein.
- 4) Provide a signed copy of the enclosed Proposal Sheet included as Page 3 to this RFP.
- 5) A letter from your bank's insurance agency that provides some representation that your bank can provide the following insurance requirements: paragraphs 6a, 6b, and 6c of the enclosed Exhibit C as an additional insurance requirement, the Certificate of Insurance provided by a bank to meet this requirement should (at a minimum) include a specific representation that either the bank's General Liability Insurance and/or the bank's Error's and Omissions coverage includes coverage for fiscal fidelity related to the banking services to be provided under the terms of any Contract as contemplated herein.
- 6) Fee/Pricing Schedule.

EVALUATION CRITERIA FOR PROPOSAL RESPONSES: Mesa County will select an evaluation team of between 2 to 3 staff members. The selected staff members will evaluate the proposals received in accordance with the statement in the following paragraph. These four (04) criteria cited below are listed in their approximate order of importance; with no individual criteria being worth more than 50 points (out of a total of 100 points) and no criteria being worth less than 25 points.

- 1) Provide a Management Proposal that provides a representation to the County that describes the manner in which your Bank will perform the services identified in the Scope of Work section of this RFP.
- 2) Identify the "Key Person" (as stated in paragraph J of the scope of work) at your Mesa County Bank location that would be the primary point of contact for all tasks listed in the scope of work. Include a representation concerning this "key person's" abilities to perform the scope of services described herein.
- 3) Provide the names of at least three (03) different private and/or government entities for which your Bank provides similar services to those listed in the enclosed scope of work. The County would prefer to have a Bank provide references from public and/or private entities that testify to the abilities **of both:**
 - a) the general services provided by your Bank **and;**
 - b) the abilities of the individual identified as your "Key Person".
- 4) Fee/Pricing Schedule

Note Concerning Evaluations of Proposals: Mesa County reserves the right to interview any or all potential Banks (and their respective Key Personnel") which respond to this RFP prior to making a final source selection.

Deadline for Written Questions: In the event your firm has detailed and/or technical type questions concerning this RFP, such questions must be submitted in writing prior to 10:00 AM on November 4, 2011.

Verbal questions will not be answered by Mesa County. Written questions should be forwarded to the Mesa County Purchasing Department via email to attention Doni O'Rourke at e-mail address: doni.orourke@mesacounty.us prior to 10:00 AM on November 4, 2011. Mesa County intends to post an addendum including all questions and answers received on web address: <http://www.mesacounty.us/purchasing/ddo-49-11.aspx> by 5:00 P.M. on November 9, 2011. It is the responsibility of the prospective service provider to check above stated web address for all information as it pertains to RFP# DDO-49-11. Any questions concerning the status of the questions & answers process should be directed to Doni O'Rourke at 970-255-7153.

DEADLINE FOR SUBMISSION OF PROPOSALS:

Proposals submitted in response to this RFP must be submitted in a manner to arrive in the Mesa County Purchasing Department prior to 2:00 PM on November 14, 2011. Three (03) copies of your proposal response and one electronic copy in pdf format should be submitted to the following address:

VIA US MAIL SERVICE:

Mesa County Purchasing
Attn: Doni O'Rourke
P.O. Box 20000-5036
Grand Junction, CO 81502
Attn: Response to DDO-49-11

VIA OTHER AIR CARRIER:

Mesa County Purchasing Department
Attn: Doni O'Rourke
544 Rood Ave., 2nd Floor
Grand Junction, CO 81501
Attn: Response to DDO-49-11

Proposals submitted after 2:00 PM on November 14, 2011 will not be considered.

(SAMPLE)
CONTRACT FOR PROFESSIONAL SERVICES
(CORPORATION/PARTNERSHIP)

This Contract, entered into this ___ day of _____, 2011, by and between Mesa County, Colorado ("County" herein), and _____ ("Contractor" herein):

In consideration of \$100.00, the receipt and sufficiency whereof is hereby acknowledged by Contractor, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "B", incorporated herein by this reference.
 2. The total amount of the Contract shall not exceed \$_____, including the above consideration paid by County. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "C", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed.
 3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is _____, (address/telephone number), unless otherwise designated in writing.
 4. Contract Administrator for the Contractor is _____(address/telephone number).
 5. The term of this Contract shall be from____to____(or as extended by Paragraph 15 of Exhibit D).
 6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "D", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
 7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.
- No waiver of any breach of this Contract shall be held to be a waiver of any other breach. Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.
8. This Contract is subject to all terms and conditions set forth in the attached Exhibit "E", Standard Terms and Conditions, incorporated herein by this reference.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

Chair
Attest:

Clerk & Recorder

CONTRACTOR
(NAME OF CORPORATION OR PARTNERSHIP)

By: _____ Owner

Attest:

Secretary

(SAMPLE)
MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
EXHIBIT A
SCOPE OF WORK
(To be determined based on successful bidder's response)

(SAMPLE)
EXHIBIT B
MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
PAYMENT SCHEDULE
(To be determined based on successful bidder's response)

(SAMPLE)
MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
EXHIBIT C
INSURANCE REQUIREMENTS

1) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by the Contractor pursuant to this contract and shall not start work under this contract until such insurance coverage has been obtained and approved in writing by the Contract Administrator.

2) The Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

3) All insurance policies required hereunder shall include a thirty (30) day notification of cancellation. In that the Contract's Contract Administrator will be notified in writing, 30 days prior to any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4) Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County may be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

5) All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception.

6) The Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to Mesa County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the contractor is a resident).

B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.

Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

7) The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County, it's officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25-S" form. Please refer to SAMPLE certificate.

8) Depending on the nature and scope of the services to be provided under this Professional Services Agreement, additional insurance requirements may be specified by the County. Items listed below, which have been marked with an "X" are required of the Contractor by Mesa County as a condition of this Professional Services Agreement. The Contractor's initial, placed by the corresponding "X", shall acknowledge the Contractor's compliance in meeting the specific insurance requirement(s).

Your
Initial X

Commercial General Liability, "claims made" policy, with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition the Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting means of a certificate of insurance or a copy of the endorsement itself.

PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E".

(SAMPLE)
MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
EXHIBIT D
STANDARD CONDITIONS

- 1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.
- 2) The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
- 3) In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
- 4) Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
- 5) This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee.
- 6) The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 7) The County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.
- 8) This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities for

work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9) This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys fees.

10) Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organizations.

11) (This paragraph applies if the work performed is a "public work"): In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12) This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

13) Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.

14) The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Contract Paragraph 6 and Exhibit D Paragraphs 2, 3, 4, 7, 9, 10, 12, 13, and 16 shall survive expiration or any termination of this contract.

15) (For Contracts which may be extended): CONTRACTOR MUST INITIAL: _____. In exchange for ten dollars \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor grants to County the right to extend the term of this Contract for _____ consecutive, _____ periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at Mesa County Board of County Commissioner's sole and unfettered discretion. The Board shall notify Contractor in writing by December 1 of each year of Mesa County's intent to exercise the right to renew for the succeeding year.

16. Contractor shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

17. Conformance with Law: The Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

18. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

19. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

20. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an

investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

21. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in A – Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

(SAMPLE)
ADDENDUM A
NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND
CERTIFICATION BY CONTRACTOR

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the 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.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

Dated this _____ day of _____, 2011.

CONTRACTOR

By: _____
Name and Title



Alpine Bank

November 14, 2011

Grand Junction

225 N. 5th Street
Grand Junction, CO 81501
970-243-5600
Fax 970-243-5778

Ms. Doni O'Rourke
Mesa County Purchasing Division
544 Rood Avenue
Grand Junction, CO 81501

Dear Doni:

We welcome the opportunity to submit a competitive proposal for Banking Services to Mesa County. We are pleased and honored by your consideration of Alpine Bank to continue to be your long-term strategic banking partner.

We understand that Mesa County is seeking the highest quality of services at the lowest cost. We also understand that it is critical to the general health and vitality of the County to contract with a bank that not only provides Mesa County with the desired banking services that will address your evolving needs, but also has a compatible culture, shared values and is actively engaged in enhancing the quality of life in Mesa County today and tomorrow through its ongoing community presence and involvement.

We are proud of the significant long-term partnership that Alpine Bank already enjoys with Mesa County through its 15 year banking relationship. We would like to continue to be your banking partner.

As one of the foremost community banks in Western Colorado, for 38 years, we have built our business and our reputation on our ability to meet the needs of our customers in a focused flexible manner. Our proposal includes key provisions that reflect these understandings:

- **Zero cost banking** – All disbursement accounts, requested electronic banking products, and related ongoing general banking services will be provided to Mesa County at no charge. Alpine Bank believes that bank fee schedules should be simple, easy to understand. Mesa County Treasurer staff should be empowered to focus on managing the finances of our county, not spending hours each month deciphering complicated bank statements and fee structures.
- **Outstanding People** – We cannot practice excellent customer service and help Mesa County meet the challenges in the years ahead without excellent people. That is why we carefully select individuals who truly believe in customer service, volunteering in their community, and who are committed to Alpine Bank as a career. From our officers to our front-line representatives, you will find individuals who are experienced, knowledgeable and caring. Tara Bunnell has been the “key person” for Mesa County providing exceptional service for 15 years and will continue to be your primary contact in the future.

- ***Electronic Banking Products and Services*** – Alpine Bank believes that, as a leader in electronic banking, it can continue to assist Mesa County in operating more efficiently and effectively by utilizing requested and proposed electronic banking products and services, e.g., Alpine Online/ Cash Management (ACH, Wire Services and Information Reporting) internet banking, Positive Pay and Account Reconciliation, AlpineRemote and possibly Merchant Card Services.
- ***Respect for the Environment*** – Alpine Bank understands that we all need to do our part to continue to protect the environment we love and enjoy. In July of 2006, Alpine Bank earned ISO 14001:2004 certification – a globally recognized standard of excellence for environmental management. To earn and maintain this certification we must meet strict standards for continuous improvement in managing our environmental impacts.

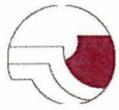
We are eager to continue working with you as Mesa County's strategic long-term general banking services partner, and we trust you will find our proposal responsive to your requirements. *We have reproduced the relevant RFP text using a dark blue italic font.* Our response to each requirement follows in black.

After you and your colleagues have reviewed our proposal, it would be our pleasure to meet with you to discuss any aspect of the text and/or demonstrate any of our electronic banking products. In the interim, please contact Tara Bunnell or myself with any questions, concerns or suggestions you may have.

Again, we thank you for the opportunity to continue serving you and our community.

Sincerely,

Norm Franke
Regional President



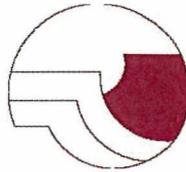
Mesa County



Alpine Bank

Alpine Bank Response

To The



MESA COUNTY

REQUEST FOR PROPOSAL

DDO-49-11

BANKING SERVICES

November 14th, 2011

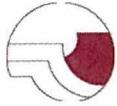


Mesa County



Alpine Bank

Brief Description	Proposal Tab
Proposal Sheet (Executed)	1
Scope of Work Proposal	2
Certificate of Liability Insurance	3
Public Deposits Rate Sheet	4
Privacy Policy	5
Disaster Recovery Plan	6



MESA COUNTY
PROPOSAL NUMBER DDO-49-11
PROPOSAL SHEET

Objective

It is Mesa County's intent to contract to a private vendor. Terms, Conditions and Statement of Work are included on the attached page.

PRINT THE WORDS "NO EXCEPTIONS" HERE "no exceptions" IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE PROPOSAL DOCUMENTS. IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON A SEPARATE SHEET OF PAPER, ATTACHED TO THIS PROPOSAL SHEET AND RETURNED WITH YOUR PROPOSAL.

FIRM OR INDIVIDUAL Alpine Bank TELEPHONE (970) 243-5600

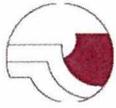
ADDRESS 225 North 5th Street, Grand Junction, CO 81501

PRINT NAME AND TITLE Norm Franke, Regional President

AUTHORIZED SIGNATURE Norm Franke DATE November 14, 2011

Note: This form must be completed, signed and submitted with your proposal response in order for your proposal to be considered responsive.

- 1) The attached sample of a Mesa County Professional Services Contract and the attached Exhibits D are the tentative terms and conditions contemplated for any contract that results from this RFP process. In the event you or your firm takes any exceptions to these terms and conditions, please identify your exceptions in your response.
2) Insurance Requirements: The attached copy of Exhibit C entitled "Insurance Requirements" reference the Insurance Requirements that potential Contractors shall meet prior to being awarded a Contract. The only insurance requirements that apply to this scope of work in DDO-49-11 are contained in paragraphs 6A, 6B, and 6C. Any Certificates of Insurance provided by Contractors must contain the special endorsement language contained in paragraph 7 of Exhibit C. As an additional insurance requirement, the Certificate of Insurance provided by a bank to meet this requirement should (at a minimum) include a specific representation that either the bank's General Liability Insurance and/or the bank's Error's and Omissions coverage include coverage for fiscal fidelity related to the banking services to be provided under the terms of a Contract as contemplated herein.
3) In order for your proposal to this RFP# DDO-49-11 to be considered responsive you must submit this completed signed proposal sheet along with a letter from your insurance carrier indicating your bank's ability to provide the required insurance as stated immediately above in paragraph 2, Management Proposal, Key Persons, References and Fee/Pricing Schedule as instructed on page 7 of this RFP# DDO-49-11.



SCOPE OF WORK:

Requirements:

- 1) During the initial term of this Professional Services Contract and any subsequent periods of extension, the Bank must maintain a level of collateralization to remain in compliance with Colorado State Statutes 11-10.5-106 and 11-10.5-107, et seq (See web page www.sos.state.co.us for "Code of Colorado Regulations").**

Alpine Bank is designated as an eligible public depository under the "Public Deposit Protection Act" (Colorado Revised Statutes, Section 11-10.5-106 and Section 11-10.5-107). This information can also be confirmed online at the Colorado State Department of Regulatory Agencies Division of Banking website.

- 2) During the initial term of this Professional Services Contract and any subsequent periods of extension, the Bank must, at all times, have sufficient collateral pledged to meet the requirements contained in the Public Deposit Protection Act of 1975 (see web page www.dora.state.co.us/BANKING/PDPAINFORMATION/PDAINDEX.HTM). At any time, the County may request the Bank furnish a report from the Colorado Banking Commissioners verifying compliance with this requirement.**

The collateral requirements set forth in the Public Deposit Protection Act are adhered to. Alpine Bank currently provides letters on a monthly basis to public entities requesting confirmation that Alpine Bank has pledged securities covering a minimum of 102% of the value of uninsured public deposits for the prior month.

- 3) The Bank is required to perform services described herein with strict confidence and shall only disclose details of the County's financial dealings with the designated County representatives or to such parties recognized to have the authority to perform audits and/or other examinations.**

Alpine Bank will perform all services with the strictest confidence and will disclose the County's financial dealings exclusively to the appropriate representatives and/or parties.

- 4) All reports generated by the Bank related to any County financial transactions, including all custom reports, papers, data and/or items developed by the Bank to meet the requirements of a contract, shall be made available only to designated Mesa County and the Bank's representatives.**

Alpine Bank is known in our communities to be ethical and trustworthy. Alpine Bank would continue to handle the County's accounts with the utmost care and strictest confidence in a manner that honors all requirements of both the contract and of regulatory agencies. The County can be assured that Alpine Bank will negotiate in good faith to accommodate any required changes to the scope of work proposed. We embrace adjusting to the changing financial landscapes with our customers.



Description of Services to Be Provided by the Bank:

A) Should the County find it is in their best interest to execute a contract, upon execution of said Professional Services Contract, the County and the Bank acknowledge that the County has five (5) Warrant Accounts. The County requires that the Bank transfer funds on a daily basis from the County's operating account to a particular Warrant Account in amounts sufficient to bring each Warrant Account to a zero balance on a daily basis. The Bank shall furnish Mesa County a statement each business day of transactions that occurred on the preceding business day, and such information must be maintained by the Bank online. At the time this Professional Services Contract is executed by the Bank and the County, the County's five (5) Warrant Accounts are listed below:

- (1) Accounts Payable*
- (2) One for Finance*
- (3) One for Treasurer*
- (4) One for Department of Human Services (DHS)*
- (5) Payroll*

Palisade Drainage District

Note: It should be noted that warrants for the Palisade Drainage District are processed through the County's primary operating account (sweeps).

Cut-off times for the Alpine Banks located in Mesa County are 6:00pm, our end of business day. Any transaction with our vault or teller line at the locations prior to that time will be processed on that day's business. Mesa County has Cash Management services via the internet that have separate cut-off times. Online transfers done prior to 10:00pm will be included on that day's business. Wires initiated prior to 2:00pm and ACH items initiated prior to 3:00pm will also be processed on that day's business. In addition, Alpine Bank's night depository is open 24 hours a day.

Deposit bags are opened by the first available teller when delivered by armored car to the location. Typically there are three to five tellers present including other trained staff that may be assisting when deposit bags are opened. If the bags have been delivered and deposited into the night depository, we have a dual control system that requires an officer and an employee is present to record and open the deposits.

If Alpine Bank receives a tampered bag, we will call a designated Mesa County representative to first verify the contents. At that point, if the contents have not been altered, we will process the bag as instructed by Mesa County. If requested, we will send the bag back to be checked by Mesa County before processing the deposit(s).

All discrepancies in deposited items are customized to Mesa County. If an item is returned to Alpine Bank for insufficient funds, stop payment, etc., it is standard policy to return it to the customer. On all Mesa County accounts, Alpine Bank automatically re-deposits any returned items a second time. If the item is returned a second time, we revert to standard policy and return it to a designated Mesa County representative.



Based on the capabilities of our Online Banking services, most items can be viewed, retrieved, and printed by Mesa County from your own offices. Alpine Bank does provide immediate response to research requests when needed.

B) At the time of this Professional Services Contract, the County and Bank acknowledge that the County has credit card, e-check and ACH sweep accounts. (The Treasurer's vendor for property tax payments is Eagle/Positive Pay. Eden also uses Positive Pay. The bank chosen by the County must be compatible with this vendor. The Treasurer also requires web base ACH compatible with our software vendor.) The County requires the Bank transfer funds on a daily basis from the County's operating account to or from a particular account in amounts sufficient to bring each account to a zero balance on a daily basis. The Bank shall furnish Mesa County a statement each business day of transactions that occurred on the preceding business day and such information must be maintained by the Bank online.

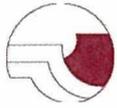
Positive Pay. In an effort to prevent fraudulent checks clearing through our Mesa County's accounts, Alpine Bank currently provides Positive Pay services to Mesa County, which compares checks that are presented for payment against your account to a list of checks that you have issued. The list of checks is transmitted online through Cash Management and input into our computer system where they are then compared to checks being presented for payment. All mismatches are reported to and then cleared through the account or returned by a designated Mesa County representative, allowing you complete control over what items clear through your accounts. Alpine Bank currently supports the software Mesa County utilizes.

ACH. Alpine Bank currently provides ACH capabilities to Mesa County through our Cash Management services via our Online Banking. Delivery of such ACH files is via the internet (Cash Management). When the file is sent, Mesa County will receive an immediate response if the transmission was successful.

Mesa County will have a limit for ACH file transmissions that is large enough to cover the proposed ACH files to be processed. Alpine Bank is dedicated to providing direct and immediate service to our customers in all aspects of banking, including ACH services. This is evident in the immediate adjustments we are able to make to ACH limits when necessary for you to facilitate your day-to-day business.

Alpine Bank sends notification of returned ACH file via fax and returned funds are posted that business day to the customer's account. We can provide CCD+ addenda information if requested that would be delivered via phone or email. Disbursements would be funded on the settlement date and the customer has availability to those funds on the same date.

Sweep Account. Alpine Bank also provides Mesa County with a Sweep Account where all bank deposits are made into the Concentration Account and funds would then be swept into other deposit or warrant accounts on a daily basis to clear payments/checks. Interest will be paid to Mesa County, as dictated on our Public Deposits Rate Sheet, (see



attachment "Tab 4") which is set by Alpine Bank's Funds Management Committee. As of 11/21/2011, Public Interest Checking is paying an 0.00%APY and Public Money Market is paying 0.01%APY. Interest rates may change at any time.

- C) At the time of this Professional Services Contract, the County and Bank acknowledge that the County has two self-insured accounts. The County requires the Bank transfer funds as needed from the County's operating account to fund the self-insured accounts sufficiently.***

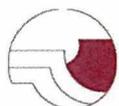
Alpine Bank also provides Mesa County with a Sweep Account where all bank deposits are made into the Concentration Account; funds would then be swept into other deposit or warrant accounts on a daily basis to clear payments/checks. Alpine Bank currently completes this for Mesa County.

- D) At the end of each month, the Bank shall complete a formal reconciliation for each Warrant Account. The County will provide (via e-mail) all information required by the Bank to complete this reconciliation by the fifth (5th) day of the following month. The Bank shall complete this Warrant Account reconciliation by the tenth (10th) day of the following month. The Bank shall complete the reconciliation utilizing its own in-house software. It is the intention of the County to compare the Bank's reconciliation with the County's own internal reconciliation on a monthly basis. Representatives of the County and the Bank would meet as required to resolve any differences.***

Alpine Bank can easily assist you in the task of reconciling your accounts each month. By using weekly information from Mesa County detailing issued, stopped and voided checks and EFTs, we are able to input these items into our computer system and compare it monthly to queries generated from Mesa County's accounts. Any discrepancies found are itemized on the spreadsheet, which is sent to a designated Mesa County representative. Alpine Bank currently completes this task for Mesa County.

- E) In addition to the County's main operating accounts, there is a County Investment Account that will be established by the Bank, on behalf of the County, for the purposes of depositing available County funds to earn interest at a rate greater than or equal to the 90-day T-Bill rate as quoted in the Wall Street Journal on Friday of each week. There shall be no requirement on the County (by the Bank) to maintain a minimum or maximum dollar amount in this Investment Account.***

Interest will be paid to Mesa County as dictated on our Public Deposits Rate Sheet (attachment "Tab 4"). These rates are set by Alpine Bank's Funds Management Committee which includes Alpine Bank's administration, regional presidents and CFO. Rates are determined using multiple factors which may include, but are not limited to, current market rates, the bank's demand for funds, and competitive influence.



- F) At the time of this Professional Services Contract, the County requires the capability for daily remote capture presently from multiple locations. The Bank shall provide the software program and hardware necessary to perform the electronic deposits.*

Remote Capture is available through Alpine Bank. This technology gives the capability of making check deposits via the internet. Alpine Bank is currently supporting three Mesa County locations with remote capture including free rental on the remote scanners.

- G) At the time of this Professional Services Contract, the County requires the ability to efficiently download statements, perform transactions and wire transfers (incoming/outgoing) as needed.*

Information Reporting. Mesa County will have access to their account balances and transaction details twenty-four hours a day via our Online Banking Services. Your staff will be able to view and print historical statements as well as to view daily account activities. You will also have the capabilities to view specific items such as checks or deposits and print images of such items. Mesa County is currently receiving statements via Edocs (statements by email) each day.

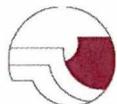
The information system, whether accessed via the internet or retrieved by phone, is integrated with our Cash Management System (wire transfers, ACH, etc) and account balances will reflect any changes due to outgoing and/or incoming transfers.

Wires. Wire services are available through our Cash Management via our Online Services. With a wire agreement in place, authorized agents of the Mesa County can initiate the wires via the internet. In the event of an emergency or unavailability of the internet, wires can be authorized via fax from an authorized agent of Mesa County.

The wire transfer system does reside on Alpine Bank's central computer system. However, customers do not interact with this system. When any customer initiates a wire transfer, the transmission is sent to our Fedline Department that operates on independent terminals. That department then transmits the information to our wire system. Once the wire has been initiated, Mesa County can be provided a trace number to trace the wire upon request.

Alpine Bank processes wire transfers in the order that they are received. Our standard policy is that wire transfers received between 8:00am and 2:00pm will be sent on that business day. Controls have been put in place to prevent wire transfer fraud that include the wire agreement, dual control procedures, and establishing authorized agents/representatives with individual user ID's, pin numbers, and passwords to access the wire transfer option in Cash Management. Based on these safety measures, Alpine Bank has not experienced any fraud in our wire transfers.

Alpine Bank is currently supporting Mesa County with these services.



- H) The Bank will not allow any access, deposits, withdrawals, or transfers to be made to the County's account(s) unless such access, deposits, withdrawal, and/or transfer has been requested by an individual designated by the Mesa County Treasurer in writing to have such authority.*

Alpine Bank will not allow any deposits, withdrawals, or transfers to be made to the County's account(s) unless such deposit, withdrawal, and/or transfer has been requested by an individual designated by the County in writing to have such authority.

- I) Any monetary transfers and/or deposits made to the Bank by other financial institutions (i.e., a large sum transferred by a bank to meet annual property tax payments for many mortgages, etc.) to the County's accounts shall be applied and credited to the appropriate County account on the same business day in which the transfer/deposit occurred.*

Cut-off times for making deposits at the Alpine Banks located in Mesa County are 6:00pm, close of business day. Any transaction with our teller line at the locations prior to that time will be processed on that day's business, Monday through Friday. Due to Alpine Bank's late cut-off, time it allows for the maximum possible time to credit any monetary transfers and/or deposits made to the Bank by other financial institutions on the same business day. All transfers and/or deposits made after 6:00pm shall be applied and credited to the appropriate County account on the next business day, which is within one business day of the time in which the transfer/deposit occurred.

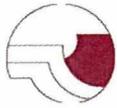
Should they choose to utilize it, the County will also have access to Cash Management services via the internet that has separate cut-off times. Transfers done prior to 10:00pm will be included on that day's business. Wires initiated prior to 2:00pm and ACH items initiated prior to 3:00pm will also be processed on that day's business.

For the County or any County employees that are signed up for Bill Pay services via the internet, all items input to be paid by 11:00am will be sent to delivery on that day's business.

Cut-off times for AlpineRemote is 6:00pm, should the County wish to make deposits electronically by scanning checks.

Alpine Bank's night depository is open 24 hours a day. The County can use at its option two types of Alpine Bank deposit bags: soft, non-locking zipper bags or heavy-duty locking zipper bags. Should the County have its own deposit bags, those can be used if requested.

- J) The County requires one local (Mesa County residing banking firm) contract administrator or banking representative as a primary contact or liason between*

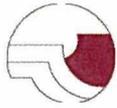


Mesa County and the awarded banking firm.

In regards to day-to-day operations and activity on the various accounts, Tara Bunnell, Vice President, will continue to be Mesa County's key contact person. Tara has been with Alpine Bank for over 15 years and possesses a tremendous amount of knowledge and expertise in handling large public entity accounts. She is the contact person for Mesa County and all of our public entity accounts as well as many of our larger customers.

K) During the initial period of performance of this Professional Service Contract and any periods of extension as contemplated, both the Bank and the County acknowledge that for a variety of reasons (i.e., statutory changes, increase and/or decrease in the number of Warrant Accounts, etc.) that the scope of services identified herein may be required to change. Both the County and the Bank agree to negotiate such changes to this Scope of Work in good faith.

Alpine Bank will work closely with the County and in good faith to manage any changes to services required that may arise during the period of the contract. Should it become necessary to increase the scope of services and/or the number of accounts, Alpine Bank will continue to honor its commitment to the County in offering 'no fee' banking services.



REFERENCES: Please provide a name and phone number of at least three (03) current or past customers for which your firm has provided security services as described above. References from public entities would be preferred.

City of Grand Junction
Jodi Romero - Financial Operations Manager
Jay Valentine – Assistant Financial Operations Manager
Phone: 244-1515 Address: 250 North 5th Street
Grand Junction, Colorado 81501

Mesa County Valley School District 51
Nancy Paregien – Finance Director
Phone: 254-5157 Address: 2115 Grand Ave
Grand Junction, Colorado 81501

Mesa County Public Library District
Laurie Cole – Controller
Phone: 386-2401 Address: 443 N. 6th Street
Grand Junction, Colorado 81501

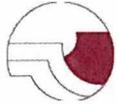
Colorado West Healthcare System dba Community Hospital
Wes White – VP / CFO
Chris Thomas – President / CEO
Phone: 242-0920 Address: 2021 North 12th Street
Grand Junction, Colorado 81501

Hilltop Health Services Corporation
Michael Stahl - CEO
Carter Bair – CFO
Phone: 242-4400 Address: 1331 Hermosa Avenue
Grand Junction, Colorado 81506

Grand Valley Power
Cathy Gledhill – Manager of Finance
Phone: 623-8552 Address: 845 22 Rd.
Grand Junction, Colorado 81505

Ute Water Conservancy District
Larry Clever – General Manager
Rex Ricks – Finance Director
Phone: 242-7491 Address: 2191 H ¼ Rd.
Grand Junction, Colorado 81505

Mesa Developmental Services
Jeff Nichols - CEO
Ed Wieland – VP of Finance
Phone: 243-3702 Address: 950 Grand Avenue
Grand Junction, Colorado 81501



Mandatory Information that Must be Submitted in Order for Your Proposal Response to Be Considered Responsive:

1) Provide a narrative Management Proposal that documents the services offered by your bank and a description of personnel and resources that would be used by your bank to perform the scope of work referenced in the enclosed Scope of Work. This narrative Management Proposal should include:

** a description of your bank and provide a narrative description of the methods, approach and resources that would be utilized by your bank to provide the services referenced herein;*

Alpine Bank was founded in 1973 in Carbondale, Colorado. Over the last thirty-eight years we have opened thirty-eight locations across the Western Slope, have grown to more than \$2.3 billion in assets, and remain committed to private local ownership. We currently serve over 130,000 customers.

This growth has provided Alpine Bank with the capital and strength to compete with the big national banks, while maintaining the service of the hometown, community bank. Although Alpine Bank has over 550 employee-owners, each location is given the flexibility to make decisions locally, while leveraging the assets and investments of the entire bank.

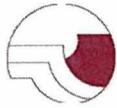
Our service is what makes us successful, from having knowledgeable staff in our locations to providing safe and easy access via the phone and internet, Alpine Bank is dedicated to making our customers our top priority.

Alpine Bank provides a wide range of products for our customers. From checking/savings accounts and personal loans for Mesa County employees, to larger public entity accounts with sweep options and interest earning capabilities for Mesa County, we have the services available for all current and potential customers.

Alpine Bank services similar high profile accounts here in Mesa County that include:

- City of Grand Junction
- Mesa County Valley School District 51
- Mesa County Public Library District
- Colorado West Healthcare Systems dba Community Hospital
- Hilltop Health Services
- Grand Valley Power
- Ute Water Conservancy District
- Mesa Developmental Services

We provide each of these customers with products and services similar to those utilized by Mesa County, such as Cash Management/Internet Services (Payroll, ACH, Wires), Sweep Accounts, Expense Card Accounts, Positive Pay and special packages for their employees. A list of contacts for these references is attached, and each would be happy to hear from you and are looking forward to answering any questions you might have.



Alpine Bank has our own Communications Center located in downtown Grand Junction staffed with highly trained Customer Service Representatives. They answer all incoming calls for each location, and they are available from 7:30am to 7:00pm, Monday through Friday, and from 8:30am to 12:00pm on Saturday.

Furthermore Alpine Bank's Electronic Banking product management team is also located in downtown Grand Junction and will be available to support the County as needed or desired.

Alpine Bank is always researching new forms of technology and services to make our customer's access to our products and services easier and more efficient. We continually review our top customers' accounts and the services they have to determine if a new service or product would be right for them. In these cases, the County will be given the opportunity to test potential products and then determine if it would like to implement them.

For example the County might want to utilize Alpine Bank's ACH Positive Pay service to help minimize its risk from unauthorized ACH transactions. With ACH fraud on the rise and businesses customers like the County only having one business day to notify the bank of an ACH error or fraud, you might not catch a suspect transaction in time. ACH Positive Pay utilizes blocks and filters that can be customized by account to meet the County's specific needs to block all ACH transactions, all ACH debits, or block certain ACH transactions while allowing others.

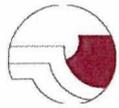
** a summary of the collective experience of members of your bank in dealing with public entities;*

A wide variety of staff will be available to service the accounts for the Mesa County. Our downtown location at 225 North 5th Street will be the primary location and provider of services. However, your staff and employees will always be welcome at our other four Mesa County locations located at 2424 F Road, 709 Horizon Drive, in Clifton at 3243 I-70 Business Loop, and in Fruita at 125 North Park Circle.

The primary service contacts based on the Mesa County's Proposal will be:

- Tara Bunnell-Vice President
- Jean Edwards-Operations Specialist
- Clay Tufly-President
- Norm Franke-Regional President

These individuals have had over 65 years of collective experience in handling large public accounts, all with over 10 years experience at Alpine Bank. The list of public entities that are long-term customers of Alpine Bank demonstrates that we do provide a service unmatched by our competitors. Alpine Bank has the personnel and services to make your relationship with us the best banking package possible. Our financial strength



and history of supporting our community provides Mesa County the banking relationship it deserves and the service it will need for growth into the future.

Tara Bunnell – Vice President, Grand Junction
Direct Line – (970) 254-2016
Cell – (970) 216-4302
Fax – (970) 243-5778
TaraBunell@alpinebank.com



Tara will continue to serve as your Downtown Grand Junction contact. She is responsible for all Grand Junction regional bank operations, has extensive account management experience, works on a daily basis with high profile Mesa County accounts (including serving as the main contact for several of Alpine Bank’s major PDPA account relationships), and is perfectly suited to assist the County with all of its day-to-day banking needs. She has been with the bank for nearly 15 years. Her experience and concentration with Alpine Bank has been in the operations area including customer service, location personnel management, audit, compliance, and security.

Jean Edwards – Operations Specialist, Downtown Grand Junction
Direct Line – (970) 254-2014
Fax – (970) 243-5778
JeanEdwards@alpinebank.com



Jean will serve as your secondary operations specialist working with Tara to implement all County requirements. Jean began working at Alpine Bank in 1999 as a teller. She came to Alpine Bank from the hospitality industry due to the bank’s commitment to customer service and community involvement. Since that time she moved into New Accounts as a Customer Service Representative and subsequently was promoted to Operations Specialist. In her current position she opens new personal and business accounts, assists customers with information and support for online banking, statements, check ordering, debit cards, wire transactions, and teller transactions. She is well versed in the special needs of Mesa County.

Clay Tufly – President, Downtown Grand Junction
Direct Line – (970) 254-2741
Mobile Phone – (970) 250-5663
Fax – (970) 243-5778
ClayTufly@alpinebank.com





Clay has been the President of Alpine Bank Grand Junction since 2003. He has performed duties as manager for the Bank’s Clifton, Grand Junction Mall and Downtown Grand Junction locations. He started with Alpine Bank in July of 1990 as a management trainee and has worked with the bank’s operational departments, commercial lending, personnel management, regulatory compliance, and bank management.

Norm Franke – Regional President, Grand Junction
Direct Line – (970) 254-2025
Mobile Phone – (970) 250-2773
NormFranke@alpinebank.com

Norm will provide executive oversight to the Alpine Bank team serving Mesa County.



Norm has been the President of Alpine Bank since 1990. He also performs duties as Regional President for the Bank’s Clifton, Downtown Grand Junction, Horizon Drive, Grand Junction Mall, Fruita and Delta locations. He started with Alpine Bank in May 1983 as a management trainee and has worked with the bank’s overall operations and computer systems, bank operational duties, commercial lending, personnel management, regulatory compliance, and bank management. Between 1990 and 2009, he has promoted and opened seven new Alpine Bank market locations including Clifton, Downtown Grand Junction, Horizon Drive, Grand Junction Mall, Delta, Montrose, and Fruita.

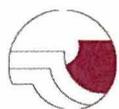
Norm is active in his community and has served as the past chair of the Colorado Bankers Association Board of Directors, Colorado Association of Commerce and Industry, board member for Industrial Development, Inc., ABA Stonier Graduate Banking School advisory board, Mesa State College Board of Trustees, Governor’s Appointment, Past Chair of the Grand Junction Economic Partnership and member of the Grand Junction Rotary.

**** name(s), experience and qualifications of your Key Person(s);***

In regards to day-to-day operations and activity on the various accounts, Tara Bunnell, Vice President, will continue to be Mesa County’s key contact person. Tara has been with Alpine Bank for over 15 years and possesses a tremendous amount of knowledge and expertise in handling large public entity accounts. She is the contact person for Mesa County and all of our public entity accounts as well as many of our larger customers.

**** the number of employees employed by your bank in Mesa County;***

Notes: a) In this section of your response, do not include personnel qualifications for individuals that will not be directly involved in performing the work contained herein.



Alpine Bank currently employs 126 people within Mesa County, with a goal of maintaining a high level of community support and involvement in all of the communities we serve. Our employees and officers are actively encouraged to volunteer and participate in community events, and the bank graciously provides financial assistance to a long list of groups, organizations, and events.

Alpine Bank has the following locations in Mesa County each of which will be available to assist the County with its banking needs.

Grand Junction

225 North 5th Street
Grand Junction, CO 81501
Ph: 970-243-5600
Fax: 970-243-5778
grandjunctionbranch@alpinebank.com

Lobby Hours

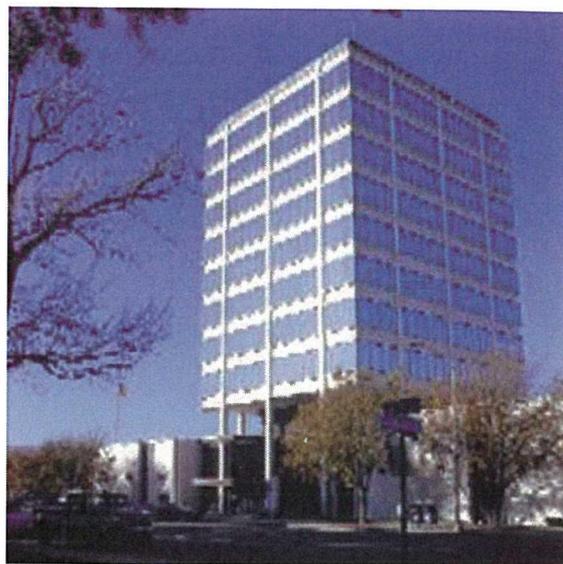
M-Th 9:00 - 5:00
Fri 9:00 - 6:00
Sat 9:00 - 12:00

Drive Up Hours

M-Fri 7:30 - 6:00
Sat 9:00 12:00

Walk up Hours

Monday-Friday 7:30-6:00
Saturday 9:00-12:00



Grand Junction Mesa Mall

2424 F Road
Grand Junction, CO 81505
Ph: 970-243-5200
Fax: 970-243-6284
mesamallbranch@alpinebank.com

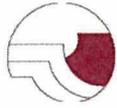
Lobby Hours

M-Th 9:00 - 5:00
Fri 9:00 - 6:00
Sat 9:00 - 12:00

Drive Up Hours

M-Fri 7:30 - 6:00





Mesa County



Alpine Bank

Sat 9:00 - 12:00

Grand Junction Horizon Drive

709 Horizon Drive
Grand Junction, CO 81506
Ph: 970-242-5700
Fax: 970-242-0001
horizondrivebranch@alpinebank.com

Lobby Hours

M-Th 9:00 - 5:00
Fri 9:00 - 6:00
Sat 9:00 - 12:00

Drive Up Hours

M-Fri 7:30 - 6:00
Sat 9:00 12:00



Clifton

3243 I-70 Business Loop
Clifton, CO 81520
Ph: 970-434-5600
Fax: 970-434-6544
cliftonbranch@alpinebank.com

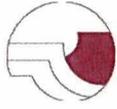
Lobby Hours

M-Th 9:00 - 5:00
Fri 9:00 - 6:00
Sat 9:00 - 12:00

Drive Up Hours

M-Fri 7:30 - 6:00
Sat 9:00 - 12:00





Mesa County



Alpine Bank

Fruita

125 North Park Square
Fruita, CO 81521
Ph: 970-858-7473
Fax: 970-858-1813
fruitabranch@alpinebank.com

Lobby Hours

M-Th 9:00 - 5:00
Fri 9:00 - 6:00
Sat 9:00 - 12:00

Drive Up Hours

Mon-Fri 7:30-6:00
Sat 9:00 - 12:00

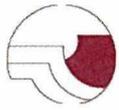


** Provide your company's information security plan to ensure confidentiality; and*

The requested Alpine Bank "information security plan" is provided as part of this proposal found in the Appendix as "Tab 5."

** Provide your company's disaster recovery plan.*

The requested Alpine Bank "Disaster Recovery Plan" is provided as part of this proposal found in the Appendix as "Tab 6."



2) Provide the names and phone numbers of at least 3 as requested above. References from public entities for which your firm has provided services similar to the scope of work as stated in RFP DDO-49-11. Also references that have first hand experience in dealing with the Key Person identified elsewhere in your proposal response would be preferred.

City of Grand Junction
Jodi Romero - Financial Operations Manager
Jay Valentine – Assistant Financial Operations Manager
Phone: 244-1515 Address: 250 North 5th Street
Grand Junction, Colorado 81501

Mesa County Valley School District 51
Nancy Paregien – Finance Director
Phone: 254-5157 Address: 2115 Grand Ave
Grand Junction, Colorado 81501

Mesa County Public Library District
Laurie Cole – Controller
Phone: 386-2401 Address: 443 N. 6th Street
Grand Junction, Colorado 81501

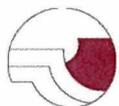
Colorado West Healthcare System dba Community Hospital
Wes White – VP / CFO
Phone: 242-0920 Address: 2021 North 12th Street
Grand Junction, Colorado 81501

Hilltop Health Services Corporation
Michael Stahl - CEO
Carter Bair – CFO
Phone: 242-4400 Address: 1331 Hermosa Avenue
Grand Junction, Colorado 81506

Grand Valley Power
Cathy Gledhill – Manager of Finance
Phone: 623-8552 Address: 845 22 Rd.
Grand Junction, Colorado 81505

Ute Water Conservancy District
Larry Clever – General Manager
Rex Ricks – Finance Director
Phone: 242-7491 Address: 2191 H ¼ Rd.
Grand Junction, Colorado 81505

Mesa Developmental Services
Jeff Nichols - CEO
Ed Wieland – VP of Finance
Phone: 243-3702 Address: 950 Grand Avenue
Grand Junction, Colorado 81501



3) Identify the "Key Person" (as stated in paragraph J of the scope of work) at your Mesa County Bank location that would be the primary point of contact for all tasks listed in the scope of work. Include a representation concerning this "key person's" abilities to perform the scope of services described herein.

In regards to day-to-day operations and activity on the various accounts, Tara Bunnell, Vice President, will continue to be Mesa County's key contact person. Tara has been with Alpine Bank for over 15 years and possesses a tremendous amount of knowledge and expertise in handling large public entity accounts. She is the contact person for Mesa County and all of our public entity accounts as well as many of our larger customers.

4) Provide a signed copy of the enclosed Proposal Sheet included as Page 3 to this RFP.

The signed sheet is included in the first section of our proposal as "Tab 1."

5) A letter from your bank's insurance agency that provides some representation that your bank can provide the following insurance requirements: paragraphs 6a, 6b, and 6c of the enclosed Exhibit C as an additional insurance requirement, the Certificate of Insurance provided by a bank to meet this requirement should (at a minimum) include a specific representation that either the bank's General Liability Insurance and/or the bank's Error's and Omissions coverage includes coverage for fiscal fidelity related to the banking services to be provided under the terms of any Contract as contemplated herein.

The requested "Certificate of Liability Insurance" from Alpine Bank's insurance agency is provided as part of this proposal found in the Appendix as "Tab 3."

6) Fee/Pricing Schedule.

Alpine Bank will continue to provide Mesa County our banking services without any fees or account charges. Alpine Bank believes that bank fee schedules should be simple and easy to understand, especially in these turbulent challenging economic times. County staff should be empowered to focus on taking care of the citizens of Mesa County and running an efficient county government, not spending hours each month deciphering complicated bank statements and fee structures.

We would also like to extend our invitation to all Mesa County employees for a service charge free checking account.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JE

DATE (MM/DD/YYYY)

11/02/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Neil-Garing Agency, Inc. PO Box 1576 Glenwood Springs, CO 81602 John Neil	970-945-9111	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ALBAN-1	FAX (A/C, No):
	970-945-2350	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers NAIC # 25682 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Alpine Banks of Colorado PO Box 10000 Glenwood Springs, CO 81602-0000			

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		6304A078084	08/01/11	08/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BA4A144866	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5A487793	08/01/11	08/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is additional insured on general liability for ongoing operations and additional insured on auto liability.

CERTIFICATE HOLDER**CANCELLATION**

MESAC-4 Mesa County 544 Rood Avenue Grand Junction, CO 80501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: JE

DATE (MM/DD/YYYY)

11/02/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Neil-Garing Agency, Inc. PO Box 1576 Glenwood Springs, CO 81602 John Neil		970-945-9111 970-945-2350	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ALBAN-1	FAX (A/C, No):
INSURED Alpine Banks Of Colorado PO Box 10000 Glenwood Springs, CO 81602-0000		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25682

COVERAGES

CERTIFICATE NUMBER:

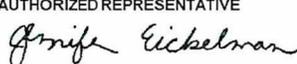
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Financial Bond			483PB1079	08/01/11	08/01/12	Fin Bond	20,000,000
A	Errors & Omissions			ECO8301413	08/01/11	08/01/12	E&O	20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

MESAC-4 Mesa County 544 Rood Avenue Grand Junction, CO 80501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Alpine Bank

Public Deposits (Class Code Z)

Rate Sheet As of:

11/10/11

	Annual Percentage Yield	Interest Rate		Annual Percentage Yield	Interest Rate
<u>Regular Time Deposits</u>			<u>Interest Checking</u>	0.00%	0.00%
1 Month	0.01%	0.01%			
3 Month	0.01%	0.01%			
6 Month	0.04%	0.04%	<u>Money Market</u>	0.01%	0.01%
1 Year	0.04%	0.04%			
18 Month	0.08%	0.08%			
2 Year	0.12%	0.12%	<u>CDARS</u>		
3 Year	0.15%	0.15%	4 WEEK CDARS	0.01%	0.01%
4 Year	0.23%	0.23%	13 WEEK CDARS	0.01%	0.01%
			26 WEEK CDARS	0.04%	0.04%
<u>Jumbo Time Deposits</u>			52 WEEK CDARS	0.04%	0.04%
1 Month Jumbo	0.01%	0.01%	2 YEAR CDARS	0.12%	0.12%
3 Month Jumbo	0.01%	0.01%	3 YEAR CDARS	0.15%	0.15%
6 Month Jumbo	0.04%	0.04%	5 YEAR CDARS**	0.23%	0.23%
1 Year Jumbo	0.04%	0.04%			
18 Month Jumbo	0.08%	0.08%			
2 Year Jumbo	0.12%	0.12%			
3 Year Jumbo	0.15%	0.15%			
4 Year Jumbo	0.23%	0.23%			

* No Variances permitted on Public Deposit (PDPA) accounts

Bankwide Rates - These rates apply to all deposits of public entities that must register under the Colorado PDPA Act. All of these accounts must be opened with a Class Code of 'Z' and new Service Charge codes exist for these accounts.

Please see a customer service representative for more information on fees and terms.

Please see additional disclosures on the CDARS rate sheet for Public CDARS accounts.

* Minimum balances to obtain the APY are \$100,000 on jumbo time deposits, \$1,000 on regular time deposits, and \$1,000 on interest checking.

* Fees may reduce earnings on accounts.

* A penalty may be imposed for early withdrawal on any time deposits.

Member FDIC

ALPINE BANK
CONSUMER INFORMATION PROTECTION/PRIVACY POLICY

APPROVED JANUARY 2011

ALPINE BANK

CONSUMER INFORMATION PROTECTION/PRIVACY POLICY

GENERAL POLICY STATEMENT AND OBJECTIVES

It is the policy of Alpine Bank to comply with all federal and state laws pertaining to the privacy and confidentiality of consumer and customer information. In addition, it is inherent in the banking business that we have a duty to protect the confidential and private nature of financial records, and it is the policy of Alpine Bank that we do so. Our Privacy Policy serves as a standard for all Alpine Bank employees for collection, use, retention, and security of individual consumer and customer information.

The objective of this policy is to develop a formal written information protection program that details the internal methods, procedures, and controls used to protect nonpublic personal information. As part of the program, periodic risk assessments will be performed to determine potential areas of concern regarding information security. Through in-depth procedures and controls, plus ongoing training of management and staff, the bank will provide a proactive environment to protect consumer and customer information. To further assess the adequacy of performance in meeting the goals of this policy, periodic tests of controls will be conducted and internal audits of controls and procedures will be performed, with the findings of the tests and audits reported to the board of directors. Any findings that are detrimental to the bank, such as unauthorized access to customer information systems, will be reported to the bank's Incident Response Team (MIS Committee) as well. Additionally, this policy will be presented for board approval at least annually, or earlier if changes are made.

At Alpine Bank, we believe the confidentiality and protection of consumer and customer information is one of our fundamental responsibilities. And while information is critical to providing quality service, we recognize that one of our most important assets is our customers' trust. Thus, the safekeeping of consumer and customer information is a priority for us.

We collect, retain, and use information about our customers only where we reasonably believe it will help administer our business or provide products, services and other opportunities to our customers. We collect and retain information about our customers only for specific business purposes, and we will share our reasons for collecting and retaining it upon customer request. We use information to protect and administer customer records, accounts, and funds; to comply with certain laws and regulations; to help us design or improve our products and services; and to understand our customers' financial needs so that we can provide quality products and superior service.

AUTHORITY

In establishing this policy, the board of directors, with recommendation from the bank's management, designates the Compliance Officer for Alpine Bank to serve as privacy officer. The privacy officer's primary duties and responsibilities include:

- Developing, implementing, and maintaining the Bank's consumer information protection/privacy policy and related procedures.
- Acting as chairperson during management meetings to discuss consumer information security and privacy.
- Preparing Alpine Bank's action plan with specific phases to address each element of the bank's policy guidelines. Identifying certain people to be in charge of specific tasks and verifying the follow through of these tasks.
- Reviews disaster recovery plan to ensure proper coverage of information security and privacy.
- Ensuring that the results of regulatory examinations and compliance reviews regarding information protection and/or privacy are presented at executive management committee meetings, and that exceptions or concerns are responded to in a timely manner and corrective action is effectively implemented.
- Maintaining and disseminating information pertinent to information protection and privacy matters to appropriate management and staff.
- Acting as a liaison between regulators, consultants, auditors, and senior management with regard to information privacy and/or security matters, ensuring that requested data, action steps, etc., are acted upon promptly and within approved policy and procedures.
- Maintaining a competent level of expertise and knowledge of the requirements of information security and consumer privacy, including issuances, policies, and changes impacting the bank's activities.
- Meet annually with the Privacy Committee to review any new developments or issues concerning privacy. These meetings will be held more frequently if privacy issues arise.
- Furnishing the results of regulatory examinations, audits, and internal compliance reviews to the board of directors.

The Executive Vice President of Risk Management will be the direct report for the privacy officer and based on an assessment of resource requirements, time line for completion, and institution risks, may assign other management and staff members, as needed, to implement this policy and any procedures that may be developed. The Executive Vice President of Risk Management will keep senior management informed of progress and completion dates.

RISK MANAGEMENT

Alpine Bank's board of directors and senior management must be aware of the potential risks that may arise. Failure to provide privacy for individual consumer information or bank customer data, inappropriately releasing confidential information, inadequate security controls to cover various electronic banking activities, inadequate security controls per equipment and software, and including insurance coverage without a loss-payable clause covering the bank (e.g., error in release of information or security breaches) impacts consumers, customers, and the bank in the short-term as well as in the future. In establishing a consumer information protection/privacy program, the board has directed the privacy officer to evaluate various risks related to data management. In addressing the consumer information protection/privacy policy requirements, management will establish specific policy elements and related procedures to identify and monitor risks inherent in protecting all consumer information and privacy of data. These risks, and their related management techniques, include:

- *Compliance risk.* Maintaining legal compliance with various appropriate regulations as well as compliance with the organization's various policies.
- *Transaction risk.* Impacting earnings or capital due to problems with service or product delivery. Transaction or operational risk occurs in the delivery of all products and services. It may be addressed through consideration of all aspects, including initial setup of banking products or services, processing information, transactions, and/or transmitting communications, regulatory reporting requirements, etc. People, equipment, forms, data files, and other significant elements are critical to customers of the bank, and the viability of banking functions as well as visibility of the institution.
- *Strategic risk.* Addressing the potential adverse business impact to the organization, both internally and externally, that may occur if the institution does not provide adequate support in establishing data information security/privacy controls or, therefore, not properly servicing the customer relationship.
- *Reputation risk.* Developing and retaining marketplace confidence in handling customer financial transactions in an appropriate manner, within an acceptable time frame, as well as meeting the emerging needs of the customer base and community, are important to protecting the safety and soundness of the institution.

An annual assessment will be performed to identify any foreseeable internal and/or external threats that may result in the unauthorized disclosure, misuse, alteration, or destruction of customer information or customer information systems. These risk assessments will be submitted annually to the MIS Committee, Privacy Committee and board of directors for their review.

CONTRACTING WITH SERVICE PROVIDERS/VENDORS

A service provider is a person or entity that maintains, processes, or otherwise is permitted access to consumer and customer information through its provisions of services directly to the bank. Regulatory guidelines specifically require financial institutions to oversee their service provider arrangements in order to protect the security of consumer and customer information maintained or processed by service providers. Institutions must exercise due diligence in selecting service providers. An institution's methods for overseeing its service provider arrangements may differ depending on the type of service provided, and/or the level of risk associated with the service provider.

When a location or internal department contracts with a service provider, Alpine Bank's Privacy Officer must be notified. The Privacy Officer will then decide the risk involved with this service provider and will provide the provider a Confidentiality Agreement, if one is not included in the contract. The Privacy Officer will keep all Confidentiality Agreements, which are not included in the signed contract between the vendor and the bank, on file in his/her office. Additionally, the MIS Committee, who also acts as the Privacy Committee, will review the financials of all major service providers at least annually.

MAINTENANCE OF ACCURATE INFORMATION

We continually strive to maintain complete and accurate information about our customers and their accounts. Should a customer ever believe that our records contain inaccurate or incomplete information about them, we want them to notify us immediately. We will investigate these concerns and correct any inaccuracies.

GENERAL INSTRUCTIONS FOR BANK EMPLOYEES

Alpine Bank employees will not access consumer and customer financial information unless this access is needed in the performance of assigned duties. Acquiring customer deposit information or credit files to satisfy a personal curiosity is strictly prohibited. We recognize however, that in the course of performing bank duties, bank employees of necessity acquire confidential information considered to be extremely sensitive by consumers and customers. This information must not be revealed to unauthorized persons. In addition, this information should not be discussed with others within the bank unless their duties also require the information. Customer financial information can be released only when authorized by the customer, or in accordance with the Right to Financial Privacy Act of 1978 to law enforcement agencies, or when subpoenaed by a court or the Internal Revenue Service (IRS), and then the information released must be accurate and within the confines of the authorizing document. It is the policy of Alpine Bank to treat all information regarding its customers and employees in strictest confidence. To ensure personal information remains confidential, certain precautions must be taken by all directors, officers and employees:

- Computer screens will not display confidential information in public view. When stepping away from desk/workstation, employee must turn down monitor or remove personal information from the computer screen.

- All personally identifiable information must be placed in a specially marked bin for shredding.
- All paperwork containing confidential information must be concealed and never left lying on a desk or workstation in public view.
- When a customer calls the bank to inquire about their account, the bank employee must verify the customer's identity before giving out any information.
- Loan payoff amounts should not to be given to car dealerships, Title Company's, or other financial institution's, without customer consent or officer approval.
- When a customer mails an account inquiry, their signature must be verified with the signature card on file before any information can be supplied.
- A customer signature should accompany an address change. Internet address changes are accessed by user ID and PIN; address changes received by mail and phone will be processed upon verification of information. All address changes will have notification sent by the bank to both the new and old addresses.

When customers use the bank as a credit reference, they are giving the bank the authority to release credit information to that entity. In addition, banks share credit information with each other as protection against con artists and unworthy credit applicants. This is a normal part of the credit granting process. This sharing is done only to support credit decisions, and the sharing is based on assurances that source confidentiality will be protected and that the information shared is accurate and not misleading. The inherent conflict between a customer's right to privacy and a need for creditors to share credit experiences must be recognized. Exercising extreme care when exchanging credit information mitigates this conflict. The bank's manager is responsible for complying with procedures that will be followed when exchanging customer credit information with other financial institutions.

INTERNAL SECURITY

Alpine Bank is committed to the security of our consumer's and customer's financial and personal information. All of our operational and data processing systems are in a secure environment that protects all account information from being accessed by third parties. We maintain and grant access to customer information only in accordance with our internal security standards.

PRIVACY AND OUR WEBSITE

When a customer enrolls in online banking or applies online for products and services, they will be asked to provide personal information. We will retain the information provided online as well as the content of all electronic mail, including the sender's email address, in order to respond to the inquiry. However, we will not disclose any nonpublic

personal information we obtain through electronic delivery systems to nonaffiliated third parties, unless permitted or required by law.

CUSTOMER TRUST IS OUR GREATEST ASSET

At Alpine Bank, we are committed to respect our customer's privacy and protect the information that they supply to us. Our customer's trust in Alpine Bank and all of our employees is very important. We will protect customer privacy and adhere to our policy of not sharing personal information with third parties.

We require that our employees protect the privacy of customer information regardless of the medium used to fulfill customer financial needs. To protect the privacy of consumers and customers we use appropriate security standards and procedures to control access to non-public personal information. This was our policy before the arrival of electronic means of accessing information and it is the policy that is followed regarding all electronic customer transactions. As a result of our commitment, we have developed this privacy policy. Information from this policy is made available to customers through the privacy notice that is sent annually as well as posted to our website. Consumers and customers who have questions about our privacy principles or have a question about the privacy of their information are encouraged to contact us. We reserve the right to revise our privacy policy, however we will promptly notify our customers of any changes.

Executive Summary and Disaster Recovery Policy
For
Alpine Bank

Approved January 20, 2011

Alpine Bank
Disaster Recovery Policy

Organizational Functional Area:	Audit/Compliance
Policy For:	Disaster Recovery
MIS Approved:	09/17/2010
Board Approved:	01/20/2011
Last Revision Date:	09/13/2010
Department/Officer/Employee Responsible For Revisions:	MIS Committee/Chris Alvarez
Department/Individual Responsible For Maintaining/Updating Policy After MIS and Board Approval:	Compliance - Tracy Stanfield/Chris Alvarez

Executive Summary

Purpose of Business Continuity Planning

The overall objective of a business continuity plan (BCP) is to minimize financial loss to Alpine Bank and mitigate the negative effects that disruptions can have on operations and reputation. In addition, planning can enhance the organization's ability to remain in compliance with applicable laws and regulations.

Operating disruptions can occur with or without warning, and the results may be predictable or unknown. Disruptions can be either internal or external, and can include natural disasters, technological failures, human error, and terrorism.

Flexibility is also a key objective of the planning process. Constantly changing business processes and new threat scenarios require that plans be reviewed and updated regularly. The main purpose of business continuity planning is:

- Protect corporate assets.
- Meet regulatory requirements.
- Provide for the safety of staff and customers.
- Assure continuity of service to the community.
- Minimize impact on the company in the aftermath of a disaster.
- Reduce the magnitude of loss by reducing the time needed to recover from a disaster.
- Ensure the ability to recover critical data in a timely manner.
- Assure that the organization can process out of a Recovery Center and Alternate Workspace sites until the Primary Site is repaired or replaced.
- Prepare organization personnel to respond quickly and effectively in a recovery situation.
- Minimize risk to the organization, its customers, stockholders and reputation.

Policy

In consideration of the foregoing, the Board of Directors of Alpine Bank directs management to develop and maintain a Business Continuity Plan of sufficient scope and detail to satisfy the objectives outlined above. Responsibility for developing and implementing the Business Continuity Plan is divided as follows:

Board of Directors	<ul style="list-style-type: none">• Ensure the allocation of sufficient resources to development.• Set and approve policies relating to management and control of identified risks.• Approve the BCP on an annual basis.• Review the results of Disaster Recovery Tests and Business Continuity Exercises.
Senior Management	<ul style="list-style-type: none">• Ensure that the organization has an emergency management structure with team and role assignments as needed.• Ensure that the appropriate managers and staff participate in the process, and that work assignments are completed.• Provide for BCP maintenance to ensure that documents are kept current and that employees are provided with sufficient training.
Business Recovery	<ul style="list-style-type: none">• A member of Senior Management will be specifically assigned

Coordinator	<p>the responsibility of overseeing the development and maintenance of the Business Continuity Plan.</p> <ul style="list-style-type: none"> • The Senior Manager may serve as Business Recovery Coordinator, or may delegate this responsibility. • Oversee the creation of Recovery Teams and make specific Role assignments as needed. • Recommend third party services if needed. • Make (or oversee) work assignments and follow-up as needed to be sure work is completed.
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The Board of Directors hereby directs the Crisis Management Team, to take action necessary to implement this Policy and to respond to any disaster that may occur. The Disaster Recovery Teams are authorized to execute any and all directives necessary for the recovery of normal operations.

Planning Activities will include:

- A Business Impact Analysis (BIA) to identify business functions that are normally conducted in each department, and to determine the potential impact of uncontrolled, non-specific events on business processes and customers. The BIA will consider all departments and business functions, not just data processing.
- A Risk Assessment to identify potential disruptions based on the severity and likelihood of occurrence.
- Identification of specific resources, including information systems and third parties that support business functions, together with recovery or replacement strategies for each resource. Consideration will be given to the possibility of disruptions that affect third party service providers.
- Risk monitoring that ensures the plans are exercised regularly, subjected to independent audit and review, and plan maintenance.
- Development of specific BCP documents, including distribution of the documents to the appropriate individuals.
- Plan Maintenance, including annual testing of the plan, exercises and training for department managers and staff, and an independent review of plan documents and activities.

Success Factors

The success of the Business Continuity Plan will depend upon the following pre-disaster activities:

- The Plan is updated and tested at least annually.
- The Plan is updated after any major changes occur, such as the implementation of a new processing system, expansion of the building or business, or major alterations in the structure of the organization.
- The principal and alternate team leaders and team members are thoroughly trained as to their roles within the recovery effort.
- Critical files are saved and stored off-site daily.
- Essential software is saved and stored off site immediately following major software or hardware changes. At a minimum, system backups should be performed monthly. PC's and the network should be backed up frequently and these backups should also be stored off-site.
- The Business Continuity Plan, critical data, essential software, and critical forms and supplies are stored in a secure off-site location and are immediately available.
- Cross training of key positions occurs within the organization.
- Training of all employees in evacuation and emergency procedures is performed, including instruction on shutdown procedures for utilities such as water and electricity.

Assumptions

The documents included in this plan were created to support the principles of Business Continuity, which means that contingency plans are developed at the business function level and are intended to be useful in a wide variety of interruption scenarios.

When appropriate to use a scenario – for example, when loss of workspace or a main operating facility is involved, the plan assumes the following:

- The organization's main administrative facility including all information systems and equipment has been destroyed.
- Key personnel may not be available.
- Adequate staff is available to assist with the recovery effort.
- A location can be quickly located that will be suitable for use as a Command Center, from which the business recovery effort will be coordinated.
- An Alternate Workspace site is available from which the various departments within the organization can operate.
- The Command Center and Alternate Workspace sites can be equipped within the specified time frame with critical equipment and furnishings.
- The off-site storage facilities were not destroyed.
- Critical backups are done periodically and are kept at a secure off-site location.
- Backups stored at the off-site location were not damaged and are current, available and readable.
- Current copies of the Business Continuity Plan are accessible at off-site locations.

Business Impact Analysis

A Business Impact Analysis (“BIA”) was performed at the primary administrative sites – Central Operations, , Glenwood Springs, Grand Junction-Downtown and West Glenwood Springs. The purpose of the BIA was to:

- Identify the Departments and department managers, organize department staff into Recovery Teams, and make role assignments (Team Leaders and Alternate Team Leaders for each Recovery Team).
- Identify the Business Functions that are performed by each Department.
- Determine the impact on the company if the functions are interrupted for various lengths of time.
- Assign a Recovery Window to each function that indicates how quickly the function should be restored after an interruption. The Recovery Window is a time frame objective selected by the department managers or appropriate staff members.
- In assigning a Recovery Window, managers are asked to consider the following impact areas:
 1. Revenue – loss of the function will have a direct and material impact on revenue.
 2. Reputation – the loss of the function will cause a potentially widespread, negative public reaction.
 3. Regulatory and legal – the loss of the function will result in non-compliance with any applicable regulation. Also, the loss of the function may create liability because of failure to fulfill a contractual obligation.
 4. Workflow – the function is part of a sequence of functions and interruptions would affect downstream functions.

Effect of Interruptions on Revenue

Cost of outage estimates are based on the assumption that revenue stops when a function is interrupted. This approach is generally not appropriate for financial institutions, where almost all revenue generated is from interest on loans already on the books. Since borrowers are contractually obligated to repay their loans, most revenue would continue throughout any interruption.

It is misleading, therefore, to assign specific revenue amounts to individual business functions, and then use the aggregate to project the estimated cost of an interruption.

The negative impacts of interruptions on financial institutions are abstract, and have more to do with loss of reputation and liability than with quantifiable revenue loss.

Exceptions to the above are fee-based income generated by activities such as mortgage banking and certain transaction processing services. However, revenue from fees is small when compared to total revenue, and managers have identified contingency procedures for the business functions that support fee-based services.

Recovery Windows

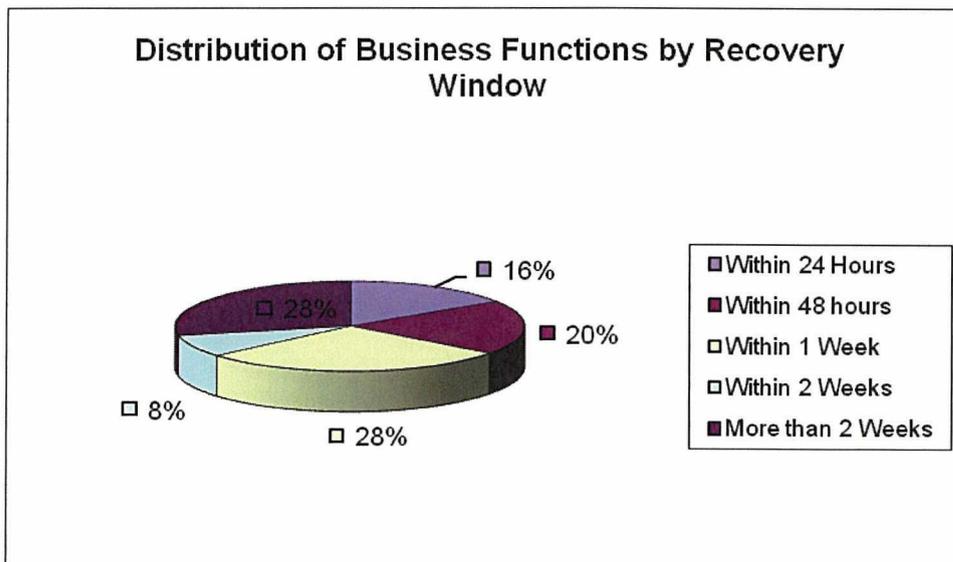
Each Business Function is prioritized by assigning a Recovery Window. Recovery Windows are target time frames for restoring the function after an interruption. The following table shows each Recovery Window and the associated time frame.

Window #	Description
1	Within 24 Hours
2	Within 48 Hours
3	Within 1 Week
4	Within 2 Weeks
5	More than 2 Weeks

Business Functions and Recovery Windows

The following table and chart summarize the Business Functions identified at Alpine Bank:

Recovery Window	# Functions Identified
Within 24 Hours	78
Within 48 hours	96
Within 1 Week	140
Within 2 Weeks	39
More than 2 Weeks	140
Total Functions Identified	493



Risk Assessment

A Risk Assessment evaluates the probability of an event occurring, and the related impact on operations. Possible events are categorized and evaluated independently to determine whether specific resources should be allocated to mitigating the impact should the event occur.

The Risk Assessment considers the following categories of events:

- Natural events, which are primarily weather related.
- Technical threats – equipment failure, power outages, etc.
- Human threats – vandalism, hackers, robbery, burglary, etc.

Risk Assessment Worksheet

Risk Assessment Worksheet for Alpine Bank	Applicability	Probability	Speed of Onset	Forewarning	Duration	Impact	Weighted Risk
Natural Threats							
Internal Flooding	Y	1	1	0	0	2	4
External Flooding	Y	1	1	0	1	2	6
Internal Fire	Y	5	1	0	0	3	30
External Fire	Y	5	1	1	0	3	45
Earthquake	Y	1	1	1	0	2	6
Thunder / Electrical Storm	Y	5	1	1	0	2	30
Wind Damage / Tornado	Y	1	1	0	0	1	2
Snow or ice Storm	Y	1	1	0	1	2	6
Hurricane	N						0
Epidemic	Y	1	1	0	2	3	12
Major Landslide / Mudslide	Y	5	1	1	1	3	60
Other	N						0
Human Threats							
Explosion	Y	1	1	1	0	2	6
Extortion	Y	1	1	1	0	2	6
Burglary	Y	5	1	1	0	2	30
Embezzlement	Y	5	1	1	0	2	30
Vandalism	Y	5	1	1	0	2	30
Robbery	Y	5	1	1	0	2	30
Hazardous Waste	Y	1	1	1	1	2	8
Biological Contamination	Y	1	1	1	1	2	8
Water Leak / Plumbing Failure	Y	1	0	1	1	2	6
Work Stoppage	Y	1	0	0	0	3	3
Aircraft Crash	Y	1	1	1	0	2	6
Loss of Key Staff	Y	5	1	1	0	3	45
Data Entry Error	Y	5	0	1	0	2	20
Improper Handling of Sensitive Data	Y	5	0	0	0	2	10
Unauthorized Physical Access	Y	1	0	0	0	2	2

Malicious Damage or Destruction of Software or Data	Y	1	0	0	0	2	2
Unauthorized Access to or Theft of Data	Y	5	0	0	0	2	10
Unauthorized Modification of Software or Hardware	Y	5	0	0	0	2	10
Kidnapping	Y	1	1	1	0	2	6
Technical Threats							
Power Failure / Fluctuation	Y	10	1	1	1	2	80
Heating, Ventilating, or Air Conditioning Failure	Y	10	1	1	1	2	80
Malfunction or Failure of CPU or Hardware	Y	5	1	1	1	2	40
Failure of Application Software	Y	5	0	1	1	2	30
Telecommunications Failure	Y	5	1	1	1	3	60
Media Failure	Y	5	1	1	1	2	40
Other	N						0

Applicability

Y	
N	

Probability of Occurrence

1	Low
5	Medium
10	High

Speed of the Onset

0	Gradual
1	Sudden

Forewarning

0	Yes
1	No

Duration of Occurrence

0	1 hour to 1 day
1	1 - 2 days
2	Longer than 2 days

Impact on the Financial institution

0	No interruption in operations.
1	Interruption of up to 1 day
2	Interruption for 1 -2 business days
3	Interruption in operations for over 2 days

Prevention Measures

To address the threats listed above, the company has taken specific prevention measures as follows:

Facilities

- Administrative Buildings are constructed above flood plain levels.
- Administrative Buildings are distanced (or separated by firewalls) from adjacent structures to reduce fire spreading.
- Comprehensive building alarm systems are in place and monitored by external vendor.
- Alarm system monitors include fire, smoke, motion, water on floor, unauthorized access to building through doors; loss of power; and intrusion alarms.
- Smoke and fire detectors are located throughout administrative buildings and are connected to local security.
- Main corridors and computer room are equipped with emergency lighting.
- Insurance policies and level of coverage are reviewed annually by Board.
- Buildings management provides control of locking exterior doors during non-business hours and patrols to ensure they remain locked.
- Janitorial staff is screened and bonded.
- Documented emergency procedures (evacuation plans) are in place and tested.

Human Resources

- Background checks are performed on employees in risk-sensitive areas.
- It is recommended that employees take 2 consecutive weeks of vacation unless approved by management. Risk-sensitive positions are required to take two consecutive weeks of vacation each year.

Information Systems

- Key, card or PIN activated lock systems are in place for entry into the computer room.
- Hand-held electrical fire extinguishers are located in computer room, including (if applicable) item processing area, administrative area, and hallways.
- Computer room has a raised floor for access to wires and cables and to minimize water damage to equipment.
- The floor is equipped with smoke, heat rise and water detectors.
- Computer room has independent fire detection system.
- Tape library located in separate area in computer room and has controlled access.
- One copy of all tape backups is placed in a two-hour fire resistant cabinet.
- UPS is operational for 8 hours supporting computer room, item processing room and communications area.

- On-line access to operating software, application programs and data files is controlled by password security.
- Insurance is in place for employee fidelity, business interruption, errors and omissions, hardware replacement, data loss and extra expenses.
- Three generations of backups of data and programs are maintained.
- Tape backups are rotated offsite using the generations.
- Off-site copies of the operating software, data files and programs are maintained.
- Hot site agreement for recovery of data center operations is in place.
- Extensive internal control procedures exist to protect integrity of data processing environment.

Note that this list is not intended to be an exhaustive list of all prevention practices in place, and that risk management in these areas may be addressed in other policies and procedures.

Recovery Teams

Alpine Bank will have 4 upper level Crisis Management Teams, 3 Business Unit Recovery Teams, and 37 Branch Recovery Teams to execute the Continuity Plan. These teams correspond to existing functional areas within the company and groups with specific recovery related tasks.

Two types of teams are used to execute a recovery.

Crisis Management Teams

The Crisis Management Teams are formed from the existing executive management group. These teams are responsible for making high-level decisions relating to recovery and ensuring that resources are made available. Crisis Management Teams are also responsible for restoring resources common to all business units – including telephones, workspace and access to information systems.

Team Name	Responsibilities
Operational Crisis Management Team	The Operational Crisis Management Team will oversee replacing telephone lines, handsets, PC workstations, and furniture; making financial resources available; purchasing all supplies and equipment; handling human resources issues, and insurance claims & serving as liaison with insurance carriers. In a recovery situation, the Operational Crisis Management Team will also immediately secure space, either by arranging rental space or preparing existing internal space, for the Command Center and the Alternate Workspace Locations for the displaced departments.
Damage Assessment Crisis Management Team	The Damage Assessment Crisis Management Team will make an initial assessment of the damaged facility and will make a recommendation to the Crisis Management Team as to the Disaster Declaration, and whether the damaged site can be reoccupied or if an Alternate Workspace Location needs to be established. This team will also oversee salvage operations and, to the extent possible, recovery of all work in progress. If damage occurs at a specific bank location, the Regional President for that location would work with the Damage Assessment Team. If damage occurs at a specific business unit(s), the team leader(s) for the business unit(s) would work with the Damage Assessment Team.
Information Systems Crisis Management Team	The Information Systems Crisis Management Team will oversee the recovery of Core Processing, Item Processing, Statement Rendering, Networks, Workstations and Data Communications, and will coordinate with the Operational Crisis Management Team in the recovery of Voice Systems. Network functions will be restored at the alternate workspace location for business unit teams.
Crisis Management Team	The Crisis Management Team oversees all recovery efforts. This team typically consists of Senior Management -- CEO, CFO, etc. The Crisis Management Team makes all high-level decisions regarding the recovery, including Declaration of Disaster, whether or not to recover at an alternate location, invoking Hot Site processing, and ongoing decisions from Declaration of Disaster through repairing, rebuilding and returning to the damaged facility.

Business Unit Recovery Teams

Branch and operational recovery teams are responsible for restoring or securing workspace for related departments, replenishing office supplies, replacing or restoring equipment as needed, and recovering or re-creating damaged and lost work in progress. Each Team will also address the incoming work using a contingency strategy for each of the identified functions if necessary.

Recovery Team	Department
Risk Management Recovery Team	Audit/Compliance/Information Security/Security-Fraud
Call Center Recovery Team	Bankcard/EBS Call Center Internet Banking
ACH/Wires Recovery Team	ACH/Wires
COPS Administration / Couriers / Statements Recovery Team	COPS Administration COPS Couriers COPS Statements
COPS Bookkeeping / Collections Recovery Team	COPS Bookkeeping COPS Collections
COPS CIF Recovery Team	COPS CIF
COPS Consumer Lending Recovery Team	COPS Consumer Lending
COPS IT Recovery Team	COPS IT
COPS Loans Recovery Team	COPS Loans
COPS Mortgage Recovery Team	COPS Mortgage
Proof Recovery Team	Proof
Marketing Recovery Team	Marketing
Electronic Banking Recovery Team	Merchant Processing
Glenwood Admin Recovery Team	Accounting Glenwood Admin
HR/Training Recovery Team	HR/Training
Maintenance Recovery Team	Maintenance
Trust Recovery Team	Trust

Management Succession Policy

This Management Succession Policy relates to emergency situations only and is not intended to replace any succession policy that may already be in place.

If one or more team leaders are not available to fulfill their role, the following Succession Policy will guide the teams:

- If the Management Team Leader is not available, the role of Management Team Leader will be performed by the Alternate Team Leader (if that person is available). If an Alternate Team Leader has not been assigned, the highest ranking officer on the Crisis Management Team will assume responsibilities of managing the recovery. If there is ambiguity regarding who will manage the recovery, then the highest ranking board member available will make the role assignment.
- Within the Business Unit Recovery Teams, each Team Leader has been encouraged to name an Alternate Team Leader. The Alternate Team Leader will assume the responsibility of managing the recovery for that Business Unit Team in the event the Team Leader is not available.

Identifying Processes and Resources

After prioritizing the business functions performed in each department, we identified the processes necessary to complete the functions and the underlying resources required to complete the processes.

Department managers were advised to complete a Process and Resource form for each function, which provided the detail needed to produce reports contained in each Business Unit's Plan.

Department managers were also asked to identify any third party suppliers and services providers, and to supply emergency contact information, if available.

Reports and reference lists for this information are included in each Business Unit's plan.

Recovery Strategies

Workspace Recovery

Workspace can be recovered using several approaches. To an extent, recovery workspace can be determined in advance based on existing internal space. Because most companies regularly change workspace by adding sites, moving departments, etc., workspace recovery options for each business unit should be reviewed regularly.

Workspace Recovery Options
Recovery Center (Hot Site)
Available Internal Space
Rented Space
Rebuilt/Reconstructed Space

Resource Categories

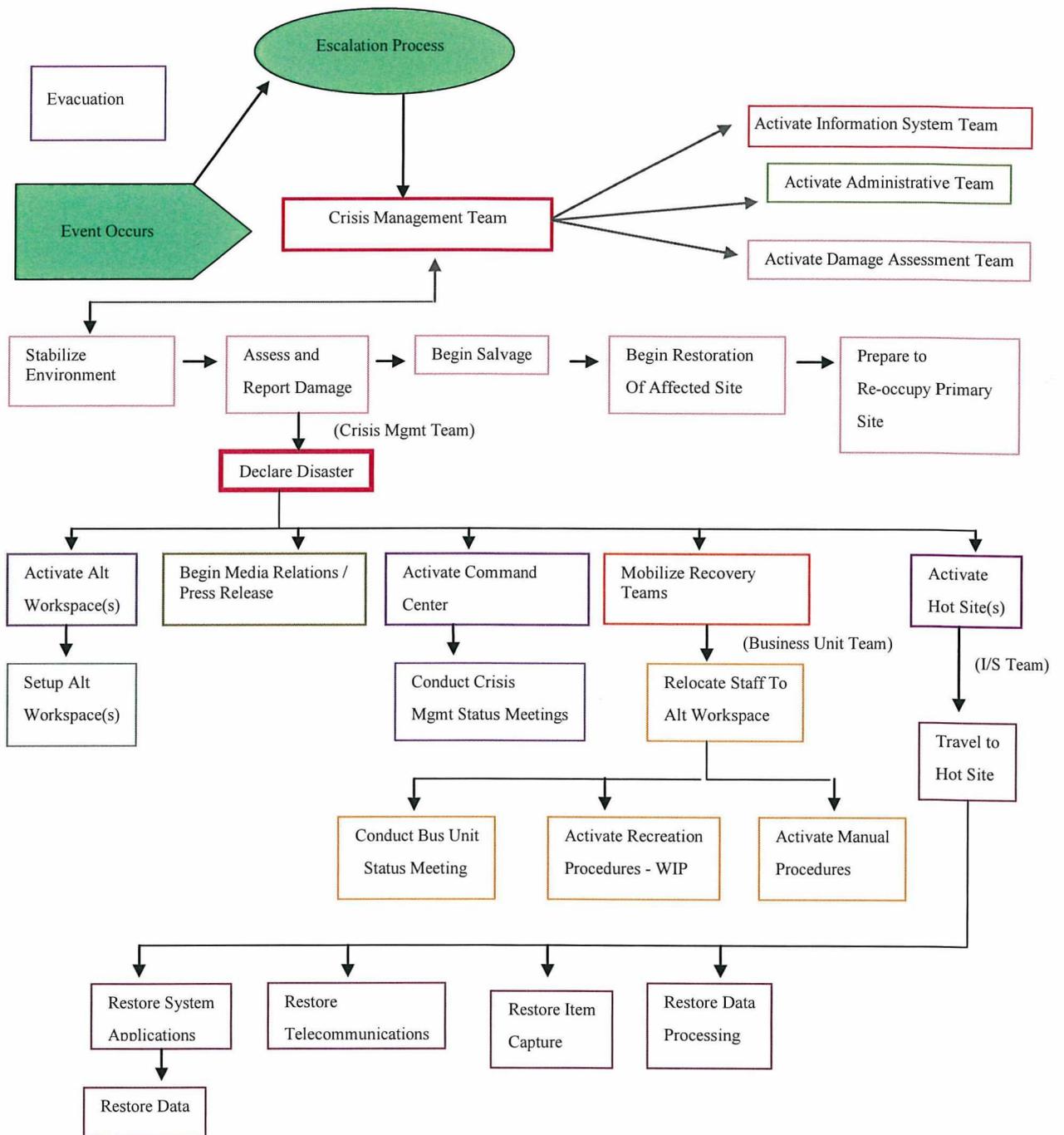
Business units use a wide variety of resources. For Business Continuity planning purposes, we use the categories in the following table:

Resource Category	Description
Computer Hardware	Core Processing Hardware - mainframe or midrange computer system and related peripherals.
Computer Software	Any software running on core-system.
External Data Exchange	This is any connection to an external system to exchange data. It can be via dial-up, Internet or other connection.
External Services	These are Third Parties that you must communicate with to exchange information or documents. Could include business partners, accountants, lawyers, correspondent banks & other service providers.
Files - Documents	Files are collections of documents kept together in a folder -- loan document files, personnel files. Documents refer to a specific individual document - transaction slips, work in progress, etc. Files and documents can be physical or stored on CDROM, Optical Disk systems or magnetic media such as hard drives, tape backup, etc.
Forms	Any forms used to collect information -- loan applications, various internal information collection forms, transaction slips, etc. Forms can be paper or electronic.
General Office Equipment	Adding machines, calculators, fax machines, copiers etc.
Information Systems	Refers to applications, records or data stored on computer systems, both internal and external. Examples are Core Account Records, data files stored on a network or hard drive, e-mail, etc. Typical connections are direct connections, dial-up, Internet, leased line, etc.
PC Software	Refers to applications that must be installed on a workstation or server. This includes browser-based applications on an Intranet or the Internet.
PC Workstations and Peripherals	Includes PC Workstations and Peripherals and network components such as servers, hubs, routers, cabling, etc.
Reports	Any reports needed to complete functions. These are usually internally generated reports that come from core processing.
Specialty Equipment	This is "special purpose" equipment that is not generally available & may require lead time when ordering or repairing. Examples: Proof machines, image capture, etc.
Specialty Software	This is software that is custom to the industry and not generally available off-the-shelf.
Supplies	Consumables -- "off-the-shelf" items such as paper, pens, toner, etc. that are generally available locally or via overnight delivery or specialty supplier.

Recovery Options for Resources

Resource Recovery Option	Comments
Alternate Provider	Another supplier or provider can be used temporarily. This assumes pre-arrangement, or no lead-time is required.
Backup Equipment	This is existing equipment that is owned, in working condition, and available for backup.
Backup Supply	Refers to forms or supplies that are relatively inexpensive, a supply of which is stored off-site.
Catalog/Web Purchases	National suppliers who deliver overnight. Assumes that resources available in normal circumstances remain available.
Contact Supplier	Resource can be restored by contacting the original supplier or vendor.
Download from Internet	Indicates that the software application or data can be retrieved from a Web Site.
Equipment at Hot Site	Equipment that would be available at the Hot Site location.
Order from Specialty Supplier	Applies to specialty equipment. Assumes longer lead time needed.
Outsource	Refers to activities that can be outsourced temporarily.
Purchase Locally	Applies to resources generally available at local retailers/suppliers.
Quick Ship Arrangement	Prearranged in writing with a supplier.
Rent	Equipment/resource is generally available for rent, or can be obtained from supplier on a temporary basis.
Restore from Backup	This applies to software and data. Assumes backups are made and stored off site.
Restore from Original Media	This category is for software -- assumes the original media is stored off site.
Salvage/Re-create	This refers to original documents and files that are not duplicated and stored off site. Resources in this category must be either salvaged or re-created from original sources.
To be Determined	

Business Continuity Flowchart



Recovery Planning Terminology

The terminology of recovery planning has evolved over the past decade. Some of these terms are often used interchangeably, creating no end of confusion.

Disaster Recovery is typically associated with IT departments. The essential strategies of a Disaster Recovery Plan are familiar and already in place in most financial institutions: frequent data backups and off-site storage of media to assure that customer records can be restored, and Hot Site or Drop Ship arrangements for critical equipment that can't be replaced quickly.

The term **Business Recovery** implies a larger view of the organization. The IT Department becomes one of perhaps many Business Units that operate within a company. In the aftermath of a disaster, each Business Unit is responsible for restoring all of their Business Functions, which may involve relocating to an alternate facility, recreating the work environment, recreating lost work, and implementing alternative processing procedures if needed.

Business Continuity acknowledges that most interruptions are not the result of disasters, but prolonged disruptions that are narrow in scope. Examples can be internal equipment failures or external failures such as power and communications outages. The "fix" for many of these failures is external and beyond the immediate control of employees. The Business Functions affected by the failure must be either suspended until the resource is restored or continued using alternate processing methods. The longer the outage, the more a Business Unit will have to rely on alternate processing methods.

A **Business Function** is a set of procedures applied to incoming work in order to complete the work or prepare it for the next function. One person usually performs the tasks needed to complete a Business Function in a single sitting. Business Functions are completed in a "Business as Usual" manner when all resources are in place and functional.

Resources are the tools needed to complete Business Functions. Resources include information systems, software applications, equipment, supplies, forms, reports, files, documents, trained staff, third-party services and more. When all Resources are in place, Functions are completed in a "Business as Usual" fashion.

Function Level Contingency Plans describe how Business Functions can continue when one or more resources are gone. Function Level Planning is the most versatile means of creating contingency plans since it provides a framework for responding to equipment failures, supply chain outages, and loss of facility scenarios.

Departments refer to workgroups within the organization.

Business Unit Recovery Teams are formed to manage the recovery of workspace and business functions for departments. Business Unit Recovery Teams can include more than one department; all or part of the department staff can be on the Recovery Team Roster.

Final Averaged Mesa County Bid Results Evaluation Criteria for DDO-49-11

Services Suppliers	Management Proposal 25 possible points	Key Person (s) 25 possible points	References 25 possible points	Fee/Pricing Schedule 25 possible points	Total Pts.
Home Loan State Bank	13	15	15	7	50
Vectra Bank	17	20	19	10	66
Alpine Bank	25	24	25	25	99
First National Bank of the Rockies	12	12	14	8	45
US Bank	22	22	23	12	79
Wells Fargo	21	22	22	11	75