

# **CITY OF BELLEVUE FINANCE DEPARTMENT**



## **REQUEST FOR PROPOSAL BANKING SERVICES**

**Issue Date: July 25, 2003**

**Due Date: 4:00 p.m. Pacific Daylight Savings time, August 22, 2003**

## REQUEST FOR PROPOSAL

### BANKING SERVICES

The City of Bellevue, Washington, is requesting proposals for its banking services.

Proposals will be received by the Finance Department, General Services Division, at City Hall, 11511 Main Street, Fifth Floor, Bellevue, WA 98004 until 4:00 p.m. (Pacific Daylight Savings Time) on August 22, 2003.

Detailed Request for Proposal (RFP) information including general information, scope of work, terms and conditions, and required format for proposal is available from the General Services Division located at the above address or by calling (425) 452-4870. The RFP is also available on the City's website at [www.cityofbellevue.org](http://www.cityofbellevue.org), under "Doing Business" and "Bid Information".

A Pre-Submittal Conference will be held at 9:00 a.m. (Pacific Daylight Savings Time) on August 7, 2003 in the Council Chambers in City Hall.

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful vendor must comply with the City of Bellevue equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

Dated this 25th day of July, 2003

Earle Stuard, CPPO  
General Services Manager

Published: Daily Journal of Commerce July 25, 2003 and August 1, 2003

**CITY OF BELLEVUE  
FINANCE DEPARTMENT**

**BANKING SERVICES  
REQUEST FOR PROPOSAL**

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## Section 1 - General Information

### A. Introduction and Mandatory Requirements

Bank of America currently provides banking services to the City. The City is requesting proposals to periodically test the market to assure that the City is receiving the optimum level of service at a competitive price.

The City's expectation upon completion of the Request for Proposal (RFP) process is to enter into a 2-year contract with the option of extending the contract for another two-year period. The City expects to develop a collaborative relationship with the selected vendor for banking services.

Proposals should demonstrate the vendor's cost effective and innovative approach to today's banking needs as well as the rapidly changing demands of the future.

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

- Authority to offer Banking Services - must hold a charter from either the United States Government or the State of Washington.
- Access to Federal Reserve System - must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.
- Legal Compliance - must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Bellevue, the State of Washington, and the United States.
- Public Deposit Protection Act - must be a Washington State qualified depository for public funds and must be in compliance with the Washington Public Deposit Protection Act (RCW 39.58) with a capital structure sufficient to accommodate the City's cash/investment management daily needs of up to \$20 million.

The vendors should also meet the following requirements:

- Location of Banking Office - Should have established offices or local branches within the greater Bellevue or East King County area.
- Experienced Staffing - Agree to assign dedicated staff who are committed, capable and experienced with servicing municipal accounts.

### B. Account Description

The City is located across Lake Washington from Seattle, Washington. Bellevue is the fifth largest city in Washington State, with a population of 117,000 at the end of 2002.

The City deposited over \$1 billion through various demand accounts during the year 2002. The City's total payroll for 2002 was over \$80 million, of which \$50 million was by way of direct deposits to the employees' bank accounts and the remaining \$30 million was issued as warrants. Currently, a greater number of employees, nearly 80%, use the direct deposit option. Payroll is prepared twice each month for approximately 1,100 to 1,500 employees. Warrants issued for accounts payable activity were in excess of \$130 million during 2002 and are currently being processed by the City largely on a twice monthly basis, with smaller batches being run the weeks in between.

The City of Bellevue currently uses 13 demand accounts:

General  
Payroll Warrant  
Claims Warrant  
10 Miscellaneous Accounts

**C. City Taxation**

The Vendor awarded the Contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City's Business and Occupation (B&O) tax should be directed to the City's Tax office at (425) 452-6851.

**D. Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

**E. RFP Coordinator**

Upon release of this RFP, all vendor communications concerning this information request should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. The vendor should rely only on written statements issued by the RFP Coordinator.

Name: Earle Stuard, General Services Manager

Address: City of Bellevue  
Finance Department  
11511 Main Street  
P.O. Box 90012  
Bellevue, WA 98009-9012

Telephone: (425) 452-6894

Fax: (425) 452-4483

E-mail: [estuard@ci.bellevue.wa.us](mailto:estuard@ci.bellevue.wa.us)

**F. RFP Schedule**

Event	Time	Date
Release RFP to Vendors		July 25, 2003
Vendor Questions (if any) Due	4 PM (PDT)	August 1, 2003
Pre-Submittal Conference	9 AM (PDT)	August 7, 2003
Proposal Responses Due	4 PM (PDT)	August 22, 2003
Proposal Evaluation Complete		September 12, 2003
Contract Negotiations Complete		September 22, 2003
City Council Approval of Contract		October 6, 2003
New Contract in Place		January 1, 2004

These dates are estimates and subject to change by the City.

**G. Questions Regarding the RFP**

Vendors who wish to ask questions regarding this RFP must submit written questions to the RFP Coordinator by the time and date specified in the RFP Schedule, Section 1.F.

**H. Pre-Submittal Conference**

Attendance at the pre-submittal conference is strongly encouraged. Questions regarding the RFP and the services desired will be answered during this time.

Time: 9:00 am (PDT - Pacific Daylight Savings Time)  
Date: August 7, 2003  
Location: 4th Floor Conference Room  
Bellevue City Hall  
11511 Main Street  
Bellevue, WA 98004

**I. RFP Amendments**

The City reserves the right to request any vendor to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of a proposal.

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

The City reserves the right to reject any and all responses, to waive any irregularities or/and informalities in the selection process, to request clarification of information from any vendor and to effect any agreement deemed by the City to be in its best interest.

The City will not reimburse any vendors for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. In the event of a material modification, vendors will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.

**J. Proposal Response Date and Location**

Six (6) copies of each proposal must be received by the General Services Division no later than the date and time specified in Section 1.F. Proposals received after the date and time specified in Section 1.F. will not be accepted. Vendors accept all risks of late delivery of mailed proposal regardless of fault. Facsimile proposals will not be considered. All proposals and accompanying documentation will become the property of the City and will not be returned. An electronic file of this document is provided for ease in preparation of the RFP response. The electronic file proposal, in Word format, may be returned with the required six printed copies of each proposal.

The City of Bellevue General Services Division is located at:

Street	Mailing Address
Bellevue City Hall 11511 Main Street Fifth Floor Bellevue, WA 98004 (425) 452-6894	City of Bellevue General Services Manager, Finance Department P0 Box 90012 Bellevue, WA 98009-9012

## Section 2. RFP Response Elements

### A. Statement of Qualifications Checklist

The Vendor shall submit a checklist using the form supplied in Attachment II. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

### B. Proposed Fee Schedule

The Vendor shall provide a schedule of fees using the form supplied in Attachment III. Volumes indicated on this form are average volumes for the past 3 months, and actuals may vary from month to month. For services not specified on the form, but which the Vendor proposes to charge for, or where a differing level of service is proposed, the Vendor shall provide a description of the service and the proposed fee structure. The Vendor shall also provide a "Pro Forma Account Analysis" which includes proposed product and services.

### C. Statement of Qualifications

The Vendor shall provide a summary of the vendor's qualifications to provide banking services including:

1. a list of the specific individuals who would be assigned to work on the account and their qualifications, separately for each of the following areas: general banking services, wire transfer services, ACH Direct Deposit, and local office/branch contact.
2. a summary of the vendor's experience in providing required services;
3. a summary of the vendor's experience in providing these services to government entities in Washington;
4. key measures of the vendor's financial strength, e.g., capital ratios, market capitalization, total assets, etc.;
5. ratings for the vendor and/or vendor holding company from two of the following agencies: Standard & Poor's, Moody's, or Fitch;
6. a list of the number and location of your branches, cash vaults or affiliated vendors within the greater Bellevue or East King County area; and
7. the vendor's efforts and participation, within the greater Bellevue or East King County area, in relation to the Community Reinvestment Act.

### D. Banking and Ancillary Service Questions

Vendor shall provide a description of services proposed, specifically covering the following areas:

#### Banking Services - Basic

1. General Banking: Describe how the Vendor would accommodate the volume/activity associated with City's demand deposit accounts.

2. Account Reconciliation: Describe the account reconciliation services offered by the Vendor including CD based check document image storage, positive pay, reverse positive pay, end-of-period report availability schedule, and include other electronic options or web-based options.
3. Reporting and Money Transfer: Describe the system(s) available to access account transactions and balances, perform electronic money transfer (ACH and Wire), perform operations such as stop payments on checks or warrants. Include specifications for automated service hardware and software capability proposed as well as data download/file transfer formats for internet services proposed. Also specify the costs related to such internet services separately on Attachment III.
4. Direct Deposit: Describe your direct deposit services, including automated electronic file transfer of data. The City currently utilizes direct deposit services for our twice per month payroll, with a 24-hour turnaround time. Also describe your time lines associated with payroll direct deposits and if possible, alternatives to the standard time line, as well as the associated costs.
5. Collected Balances and Earnings Allowances: Describe your calculation of collected balances. Also describe the effective rate, method used and formula proposed to calculate the service charge credit or the earnings allowance on collected balances.
6. Identify the proposed compensation method ( i.e.: compensating balances, straight fees, other method or combination thereof). Describe the interval/time frame proposed for the City to compensate for any additional fees not offset by the earnings allowance on collected balances (i.e.: monthly, quarterly, semi-annually, annually) and to what extent the service charge credit/debit from one year can be carried forward to the next year.
7. Change/Currency Order Services: Describe your procedures for processing change/currency orders.
8. Overdraft Protection: Describe your overdraft protection program as it would relate to the City, as well as what constitutes a daylight and overnight overdraft situation. Specify the fees and interest charge formula and when it will be applicable.
9. Credit/Debit Card Processing: Describe your ability to provide an electronic system to accommodate credit/debit card authorizations and processing.
10. Warrant Processing: Describe your warrant processing system, including automated electronic file transfer of data and maximum warrant float requirement, if any.
11. Customer Service: Describe your customer service philosophy and provide meaningful examples to illustrate.
12. Conversion Plan: Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider.
13. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.
14. Competitive Position and Future Commitment: What differentiates your service from other providers?
15. Emergency Preparedness and Disaster Recovery: Describe your disaster recovery procedures. How quickly will back-up facilities be activated?

## **Ancillary Banking Services**

1. Armored Car Courier Services: Describe armored courier services available. The City currently requires pick-up service at the following locations:

City Hall, 11511 Main Street, Bellevue  
Bellevue Municipal Golf Course, 5420 - 140th Avenue NE, Bellevue

2. Automated Teller Machine (ATM): There is currently one ATM located in City Hall. Describe your ATM maintenance standards and services provided through the ATM.

## **E. Client References**

The Vendor shall submit three (3) references (preferably from current local government customers) who can attest to the Vendor's experience as it relates to providing banking services. The references must include contact name, title, address, and telephone number.

## **F. Funds Availability Schedule**

The Vendor shall provide a copy of their funds availability schedule and label it as Attachment IV. Describe one day, two day, availability and wire requirements.

## **G. Equal Opportunity Requirements**

The proposal submitted for this RFP shall include the Affidavit of Equal Opportunity Compliance (Attachment V).

## **H. Non-Collusion Certificate**

The proposal submitted for this RFP shall include the Non-Collusion Certificate (Attachment VI).

## **Section 3 - Evaluation Process**

Proposals will be evaluated by a committee of City staff. Evaluations will be based on criteria outlined herein which may be weighted by the City in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

### **A. Responsiveness to RFP**

The City will consider all the material submitted to determine whether the Bank's offering is in compliance with the RFP documents.

### **B. Ability to Perform Required Services**

The City will consider all the relevant material submitted by each Vendor, and other relevant material it may otherwise obtain, to determine whether the Vendor is capable of and has a history of successfully completing contracts of this type. The following elements may be given consideration by the City in determining whether a Vendor is capable:

1. The ability and capacity of the Vendor and the skills, experience, and availability of the specific individuals to be assigned to the City to perform the services required;
2. The quality of performances by the Vendor of previous and similar contracts and such other information as may be secured and considered relevant by the City;
3. The ability of the Vendor to present professional and innovative work to similar organizations; the skill of the Vendor as demonstrated by sample of similar work and/or reference by similar organizations;
4. Compliance with and creativity in achieving the basic requirements of the RFP.

The Vendor shall furnish acceptable evidence of their ability to perform, regarding such categories as expertise/experience, equipment, facilities and personnel qualified to perform requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

### **C. References**

As described in "Section 2.E. - Client References".

### **D. Fees**

As described in "Section 2.B. - Fee Schedule".

### **E. Independent Evaluation Service**

The City may use an independent banking evaluation service.

### **F. Interviews and Site Visits**

The City may conduct interviews and site visits as part of the final selection process.

## **Section 4- Contract and Terms**

The term of this Contract shall be two years, with the option of extending the contract for two additional years. The Vendor shall maintain strong internal controls and shall promptly notify the City upon discovery of fraud or financial irregularity. In addition, the Vendor shall allow the City access to requested records, documents and information in order to perform an audit to assure proper internal controls are established and in place. The Vendor shall provide the City with a copy of the Vendors annual financial audit within 30 days of receipt by the Vendor of the audit. Either party may terminate the Contract without cause upon ninety (90) days' written notice. (Sample Contract Attachment I)

A scope of services similar to the Sample Scope of Services (Attachment IA) will be finalized upon selection of vendor(s).

Insurance shall meet or exceed the requirements in Attachment IB unless otherwise approved by the City.

# ATTACHMENT I

## SAMPLE CONTRACT

City of Bellevue Contract Identification Information:

Title: \_\_\_\_\_

Number: \_\_\_\_\_

### AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into the date last below written between the **CITY OF BELLEVUE, WASHINGTON ("CITY")** and \_\_\_\_\_ ("**CONTRACTOR**").

#### 1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment IA.

#### 2. COMPENSATION

City shall pay Contractor for each of the services as set forth in the Proposal in accordance with the amounts and conditions specified in the Proposal. Fees will be paid through compensating balance or certificate of deposit credit or where specified in the Proposal through direct payment.

#### 3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Bellevue City Code § 4.28.143.
- C. Violation of this Paragraph 3, shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

#### 4. TERM AND TERMINATION OF AGREEMENT

- A. The term of this Agreement shall be two years commencing January 1, 2004 through December 31, 2005. Upon mutual written consent, subject to the provisions for termination as set for in this section, the City anticipates that this Agreement will be extended for two additional years. During extension periods, all terms and conditions of the existing Agreement shall remain in effect except those mutually agreed to in writing and amended for the extension period.
- B. This Agreement may be terminated by either party without cause upon ninety days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation at the rate set forth in paragraph 2 for any

satisfactory work completed prior to the date of termination.

## **5. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Contractor harmless therefor.

## **6. GENERAL ADMINISTRATION AND MANAGEMENT**

The Accounting and Treasury Manager, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all charges, under this Agreement.

## **7. HOLD HARMLESS**

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees and agents in performing this Agreement.

## **8. INSURANCE**

Contractor shall maintain insurance as set forth in Attachment IB.

## **9. SUBLETTING OR ASSIGNING CONTRACT**

Neither City nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

## **10. FUTURE SUPPORT**

City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

## **11. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

## **12. ACTS OF INSOLVENCY**

City may terminate this Agreement by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up liquidated, voluntarily or otherwise.

**13. FORCE MAJEURE, SUSPENSION AND TERMINATION**

In the event that either party is unable to perform its obligations under the Agreement, or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereunder referred to as a "Force Majeure Event" or "Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the force Majeure Event for the period of such Event. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement by giving written notice. If such Event shall affect the delivery day or warrant provisions of the Agreement, such date of warranty period shall automatically be extended for a period equal to such Event.

**14. EXTENT OF AGREEMENT MODIFICATION**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 2003.

CONTRACTOR

CITY OF BELLEVUE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

# ATTACHMENT IA

## SAMPLE SCOPE OF SERVICES

### A. Banking Services - Basic

1. General Banking: The Vendor must have centralized cash vault operation that can accommodate the security, deposit volume, and change order demands associated with our accounts. The Vendor must process returned/released items, stop payments, change/currency orders, and photocopying services for items or documents related to the City's bank accounts.
2. Deposit Verifications: The Vendor must provide for deposit verification and return of validated deposit receipts to the City.
3. Warrant Processing: The Vendor must hold city warrants for redemption the next working day or once per week, as decided by the City from time to time. The City currently maintains 2 warrant accounts and redeems the warrants on the next working day following the day of redemption.
4. Electronic Money Transfers: The Vendor must provide incoming and outgoing electronic money transfer services, including ACH and Wire safeguards and security measures.
5. Direct Deposit: The Vendor must have the capability to accommodate a wide range of electronic payment and deposit services and must guarantee the turnaround time as determined by the City for processing direct deposits to the employees' accounts.
6. Overdraft Protection: The Vendor must provide overdraft protection.
7. Tax Processing and Remittance: The Vendor must accommodate the City's payment and reporting of payroll and other taxes.
8. Balance Reporting: The Vendor must have an electronic communication/file transmission system that allows the City to access data by 8:00 a.m. Pacific Standard Time, including previous day balance, collected balances, earnings allowance, and transaction information for each designated account.
9. Account Reconciliation: The Vendor must provide monthly reconciliation reports, bank statements, account analysis statements, confirmations and other report related features within a maximum of 10 working days after month end. The Vendor must be able to provide various reports and statements in a computer media and also provide specialized reports as needed.
10. Credit/Debit Card Processing: The Vendor must provide an electronic system to accommodate credit/debit card authorizations and processing.
11. Business Credit Card: The Vendor must provide, if required by the City, credit cards with a credit limit of up to \$5,000 per card.
12. Emergency Preparedness and Disaster Recovery: The Vendor must have a fully developed disaster recovery plan, including remote sites for currency acquisition and recovery of records.
13. Interim Financing: The Vendor must bid competitively on all legally acceptable interim financing debt issues such as tax anticipation notes, bond anticipation notes, or other

notes issued in anticipation of future revenues.

14. Conversion Plan: The Vendor must provide for a smooth transition. The Vendor must also provide on-site training to our personnel for the operation and use of the Vendor's services and automated systems.

**B. Banking Services - Ancillary**

1. Armored Car Courier Services: The Vendor may provide for courier services available for the City's use. The City currently requires pick-up/delivery service at the following locations once per day (locations may be added/deleted as the need requires):

City Hall, 11511 Main Street, Bellevue  
Bellevue Municipal Golf Course, 5420 - 140th Avenue NE, Bellevue

2. Automated Teller Machine (ATM): The Vendor may provide for ATM at various City locations. Currently, there is one ATM located in City Hall.

# ATTACHMENT IB

## INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City. Questions regarding insurance requirements can be discussed with the City's Risk Management Office, 425-452-2011.

### A. **Minimum Scope of Insurance**

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed.10/1/93), **or**, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Banker's Blanket Bond including the following coverages:
  - a. Consultants Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.
  - b. Bankers Professional Liability Insurance with All Risk coverage.
  - c. Electronic Funds Transfer and Computer Fraud Insurance.
  - d. Directors & Officers Liability Insurance.
  - e. Trust Department Errors and Omissions.

### B. **Minimum Levels of Insurance**

1. Comprehensive or Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Banker's Blanket Bond including:
  - a. Consultants Errors or Omissions or Professional Liability: \$25,000,000 per occurrence.
  - b. Bankers Professional Liability Insurance with All Risk coverage for limits of \$25,000,000 per

claim.

- c. Electronic Funds Transfer and Computer Fraud Insurance with limits of \$25,000,000 per occurrence.
- d. Directors & Officers Liability Insurance with a limit of \$25,000,000 per occurrence.
- e. Trust Department Errors & Omissions liability with limits of \$25,000,000 per claim.

**For all coverages:** Each insurance policy shall be written on an “occurrence” form unless otherwise stated. For coverage purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Provisions**

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages

- a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current Bests' rating of A:VIII, or with an insurer acceptable to the City.

F. **Verification of Coverage**

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.3. and A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## ATTACHMENT II

### STATEMENT OF QUALIFICATIONS CHECKLIST

1. Submittal elements

The following information is attached as required by the RFP:

- Meet Minimum Requirements of RFP
- Proposed Fee Schedule including a Pro Forma Account Analysis
- Statement of Qualifications
- Banking and Ancillary Service Questions
- Client References
- Funds Availability Schedule
- Equal Opportunity Requirements
- Non-Collusion Certificate

2. Exceptions to any elements presented in the RFP

Our authorized signature in the space below indicates our acceptance of all the terms and conditions as presented in the RFP.

Vendor Name:

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT III

### PROPOSED FEE STRUCTURE FOR THE CITY OF BELLEVUE

Provide proposed fee structure for the services identified in this attachment and any other fees that may be proposed. Please indicate any services for which you require direct payment (hard dollars). It will be assumed that all services may be paid for through service charge credit and/or a compensating balance certificate of deposit unless indicated otherwise in the vendor's response. Please provide a proforma account analysis including each description of service item below. (Provide more detailed cost data under each description if needed.)

Item	Average Monthly Activity	Unit Price	Total Monthly Cost	Explanation
<b>CURRENT ONGOING BANKING SERVICES:</b>				
FDIC INSURANCE	1171			
DDA MAINTENANCE CHARGE	11			
VAULT CASH DEPOSITED	147183			
VAULT CHANGE ORDER REQUEST	7			
CASH PURCHASED THRU VAULT	8956			
CHECKS (DEBITS)	2582			
STATEMENT POSTAGE	1973			
STATEMENT POSTAGE	609			
DEPOSIT SLIP ORDERS	6			
ACCOUNT TRANSFERS	47			
ITEM INQUIRY	18			
ON-US DEPOSITED ITEMS	6			
CANADIAN DEPOSITED ITEMS	1			
LOCAL DEPOSITED ITEMS	1749			
DIRECT SEND DEPOSITED ITEMS	36			
ON-US DEPOSITED ITEMS	1470			
OTHER FED DEPOSITED ITEMS	541			
12TH FED DEPOSITED ITEMS	566			
NSF CHARGES	1			
OVERDRAFT CHARGES	1			
ENC ON-US DEP ITEMS	16			
ENC CANADIAN DEP ITEMS	1			
ENC LOCAL DEP ITEMS	6066			
ENC DIRECT SEND DEP ITEMS	97			
ENC ON-US DEP ITEMS	6006			
ENC OTHER FED DEPOSITED ITEMS	2328			
ENC 12TH FED DEPOSITED ITEMS	1121			
PRE-ENCODED REJECT SURCHARGE	2			
STOP PAYMENTS	1			
REDEPOSITED RETURNED ITEM	42			
DEPOSITS POSTED	25			
DEPOSITED ITEMS RETURNED	26			
VAULT DEPOSITS POSTED	399			

ACH RETURN ITEMS	12			
ACH NOTIFICATION OF CHANGE	6			
ACH DELETED ITEMS	0			
ACH REVERSALS	1			
ACH REPORT MONTHLY / SUMMARY	1			
ACH REPORT DETAIL RECORDS	329			
ACH FILE CONFIRMATION REPORT	1			
ACH OPTIONAL REPORTS - FAX	2			
ACH DIRECT DEP - TRANSMISSION INPUT	2			
ACH DIR DEP - ON-US ITEMS	821			
ACH DIR DEP - OFF-US ITEMS	1597			
ACH CONSUMER DEBIT - INPUT	4			
ACH CONSUMER DRS - ON-US ITEMS	668			
ACH CONSUMER DRS - OFF-US ITEMS	1126			
ACH STANDARD REPORTS - FAX	23			
ACH STANDARD REPORTS - MAIL	2			
BALANCE REPORTING MAINTENANCE	1			
BALANCE REPT STATEMENT ITEMS	1695			
BALANCE REPT STMT REPORTS	22			
ARP FINE SORT CHECKS	2421			
ARP MAINT CHARGE - FINE SORT	3			
MISC VAULT COIN ORDERS	8			
AUTOMATED INCOMING WIRES	28			
AUTOMATED INTERNAL TRANSFERS	16			
AUTO OUTGOING REPETITIVE WIRES	12			
ATM SERVICE FEES	1			
DEPOSIT POLY BAGS	0			
<b>ANCILLARY SERVICES:</b>				
ARMORED CAR SERVICE				
ATM (INCLUDE MINIMUM VOLUME REQMTS)				
<b>INTERNET SERVICES NOT LISTED ABOVE:</b>				
<b>OTHER ITEMS NOT MENTIONED ABOVE:</b>				


**PROVIDE THE RATE AND FORMULA FOR THE FOLLOWING:**

- 1. Earnings rate on collected balances
- 2. Warrant float
- 3. Compensating Balance Certificate of Deposit

**PROVIDE SAMPLES OF THE FOLLOWING REPORTS:**

- 1. Daily Depository Account Balance & Activity Report
- 2. Warrant Redemption Account Balance Report
- 3. Monthly Demand Deposit Analysis Report
- 4. Monthly Bank Account Statement

**ATTACHMENT IV**  
**FUNDS AVAILABILITY SCHEDULE**

Please provide your most recent funds availability schedule.

# ATTACHMENT V

## AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

### General Instructions

#### EQUAL OPPORTUNITY REQUIREMENTS

**Applications:** The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

**Affidavit:** Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the General Services Manager.

**Compliance:** The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

**Noncompliance:** A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

**City contact:** The City's Compliance Officer is the General Services Manager, and specific questions pertaining to this section may be directed to the Finance Department, General Services Division, at (425) 452-6894.

## **EQUAL OPPORTUNITY REQUIREMENTS (continued)**

Bellevue City Code Excerpt

Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:

“All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women’s organizations, schools, and training institutions. This shall be done by notifying relevant minority and women’s organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City’s nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the General Services Manager.

All documents related to compliance steps listed above shall be presented upon the request of the General Services Manager. The General Services Manager shall serve as the compliance officer for the city and is authorized to develop and issue procedures for the administration of this section.”

## **EQUAL OPPORTUNITY REQUIREMENTS (continued)**

### Interpretations

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

Requirement 1. When a contractor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.143.

**AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE**

\_\_\_\_\_ certifies that:

Vendor

1. If necessary to recruit additional employees, it has:
  - a. Notified relevant minority and women’s organizations, or
  - b. Hired through a union hall with an equal opportunity policy.
  
2. It intends to use the following listed construction trades in the work under the contract:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
  
4. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
  
5. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
  
6. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: \_\_\_\_\_  
(authorized signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

