



REQUEST FOR PROPOSALS (RFP) #2299

Banking Services

RFP Issued	October 15, 2014
Pre-Proposal Telephone Conference (Optional)	November 4, 2014 @ 10:00 AM P.S.T Conference Phone #: 216-706-7052 Access Code: 7095929
Questions Due	November 6, 2014 @ 4:00 PM [Addendum (if applicable) will be issued & posted on November 10, 2014]
Proposal Due Date/ Location	December 1, 2014 @ 4:00 PM <u>Submittals To:</u> Finance Department c/o Purchasing Division City of Concord Civic Center 1950 Parkside Drive, MS/07 Concord, CA 94519

Contact person for the above RFP: Debbie Wellnitz
Email: purchasing@cityofconcord.org

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(See Following Page)

EXHIBITS

PROPOSAL SUBMISSION REQUIREMENTS TABLE:

		Must be submitted with Proposal*
Exhibit A	Technical Proposal Form (13 pgs.)	✓
Exhibit B	Total Cost Proposal Form (2 pgs.)	✓
Exhibit C	Exceptions to Specifications/Requirements (1 pg.)	✓
Exhibit D	W-9 Form (1 pg.)	✓
Exhibit E	Local Vendor Preference (1 pg.)	
Exhibit F-1	Sample Purchase Order (PO) Terms and Conditions (2 pgs.)	
Exhibit F-2	Sample Contract (12 pgs.)	

**Items not submitted as instructed in this RFP may result in lower scores.*

I. STATEMENT OF WORK

A. General

The City of Concord (“City”) is seeking proposals from qualified firms (“Proposers”) to provide professional banking services and related financial services (“Services”). Currently, the City’s general banking and merchant services are provided by the Bank of America. The City’s primary objective is to evaluate the current market environment for banking services, and establish a new contract with a financially secure financial institution that best meets the needs of the City and offers the highest quality of service at the lowest overall cost. The City wishes to create efficiencies, make improvements where possible, and take advantage of new technologies.

The City encourages Proposers to submit the most competitive proposal possible, offering the highest quality service and enhancements to improve our current management of cash flow at a competitive price. While much of the information provided in this RFP is based upon current services, it is the City’s desire to maximize the use of automated and electronic technology services to improve our banking, cash management, and customer service capabilities without sacrificing internal controls especially in the areas of account reconciliation, direct deposit, positive pay, ACH and wire transmissions, and State of California electronic transactions. Of equal consideration is a responsive service-oriented relationship with the selected Proposer(s). The City seeks an institution that demonstrates a strong commitment to customer service by demonstration of its services and products in addition to cost savings.

B. Background

The City of Concord is the largest in Contra Costa County with a population of approximately 124,656. General information regarding the City of Concord is as follows:

Date of incorporation	February 1905
Type of government	General Law
Form of government	Council/Manager
Area	31.13 square miles
Population	124,656
Total General Fund budget	\$82.9 million
Number of employees	400 full-time; 52 part-time

The City of Concord provides a full range of services including police protection; recreational activities; community and economic development; street improvements and maintenance services; parks maintenance; sewer; and general administrative and support services. In addition,

the City oversees the Concord Pavilion Performing Arts Center, Diablo Creek Golf Course and Camp Concord in South Lake Tahoe, California.

The City is a major job center in Contra Costa County and is the County's strongest retail location. Concord, the city where "Families Come First," is a community of friendly neighborhoods with an excellent park system, convenient shopping, large preserves of open space, and an exciting downtown, which features Todos Santos Square as the focal point. Concord's housing mix offers affordable home and rental prices that are among the most favorable in the Bay area, allowing residents to live where they work and play. An extensive transportation system, including easy freeway access, two rapid transit stations (Bay Area Rapid Transit (BART)), bus services and a regional airport operated by Contra Costa County, makes Concord's location convenient to the Bay area.

The City uses the Lawson Financial Management system for purchasing, accounts payable, accounts receivable, accounting, payroll, and financial reporting. The City's payroll is processed internally and currently all payroll taxes and benefit payments are paid on the Bank of America's portals.

The City is currently contracted with Bank of America for merchant bankcard services; Dunbar Armored Services for armored transport services; and Bank of America for purchasing card services. Currently, the City also has a contract with Commerce Bank which facilitates a small amount of accounts payable vendor payments through a debit card process by which the City transmits a weekly file with an electronic debit draw on the main City's operating account. **These services may be separate from banking services for the purpose of this RFP.**

C. Current Banking Structure

The City currently uses one primary Operating Account, and five (5) additional accounts used for various specialized purposes.

Primary Operating Account – Deposit activity includes all branch, cash vault, cash letter, check 21, and credit card deposits. In addition, this account is used for all incoming and outgoing internet ACH transactions, as well as incoming and outgoing wires, book transfers and LAIF transfers. Change orders are also processed through this account, as well as payroll account transfers.

Payroll Account – Use for payroll-related transactions such as direct deposits and payroll checks. The bi-weekly payroll is funded by the primary operating account.

Workers Compensation Account – Used exclusively for workers' compensation claim payments; the funding is by transfer from the main operating account.

Liability Account – Used exclusively for liability claims managed by a third-party; the funding is by transfer from the main operating account.

Revolving Account – Infrequent Use for internal operations, a checkbook is maintained in the City’s safe.

Flexible Spending /COBRA Account – Used for employee benefits related-flex care payments.

D. Scope of Services

1. General Requirements: The City would prefer that the bank have a local branch network in order to meet the organization’s cash management needs.

Requirements include:

- a. The bank must be a Federal or State of California chartered commercial banking institution with at least one full-service branch located within central Contra Costa County, and preferably within Concord city limits.
 - b. The bank must be a qualified depository for public funds pursuant to the applicable State of California codes. All balances must be fully collateralized through the pool collateral system required under the State of California.
 - c. The bank must fulfill orders for currency and coin through the City’s courier.
 - d. The bank will engage a team or specific relationship coordinator for the life of the contract.
 - e. The bank will provide full account reconciliation, positive pay, electronic fraud protection, online tax payments, electronic deposits and disbursement, online wire entry, and online stop payment placement.
 - f. Cleared accounts payable checks file which can be uploaded or interfaced with the City’s current financial software, Lawson.
 - g. Online reporting includes prior day transactions.
 - h. Compensating balances and a sweep account are not requirements, but could be a potential component of improved efficiencies to be considered.
 - i. Provide a copy of the bank’s most recent Community Reinvestment Act (CRA) rating.
 - j. Provide key measures of the bank’s financial strength, including ratings from nationally recognized rating service(s) and banking rating service(s). Include one copy of the bank’s most recent audited financial statement and one copy of the bank’s rating from a nationally recognized rating service.
 - k. Provide the financial institution’s current level of public funds deposited and related collateral market value.
2. Deposit Services: The City of Concord collects approximately 1,500 checks per month (18,000 checks per year), and approximately \$5,000 - \$25,000 in currency and coin per standard work week.

Nearly 99% of all monies collected within the City are physically routed from multiple locations to the City’s Finance Department located Concord City Hall (1950 Parkside Drive., Concord, CA 94519), and the Finance Department is responsible for processing and preparing the deposits to the bank. All checks processed by the Finance Department are deposited via Check 21 using Digital Check Teller Scanner TS240. Once a week, cash and coin and occasional pre-encoded check deposits are remitted to the bank via

armored transport in secured deposit bags. Currently only one off-site City location processes deposits directly to the bank.

Required services include:

- a. The ability to accept multiple Check 21 file submissions using our current payment processing software.
 - b. Process the deposits of cash, and a few checks both at local bank branches or vault locations.
 - c. Image deposited items.
 - d. Provide online access for deposit reconciliation including images of deposited items.
 - e. Provide online and email notification of deposit issues within 24 hours.
 - f. Possible off-site credit card payments on City-issued mobile devices.
3. Disbursement Services: The City issues a total of approximately 700 checks per month. Positive pay services and check reconciliation services are used.
- Approximately 8,000 Accounts Payable checks (98%) are issued through the main operating account.
 - Approximately 500 checks (5%) for payroll, risk management and workers compensation accounts.

Accounts Payable positive pay data is transmitted to the bank weekly. Payroll positive pay is transmitted bi-weekly.

Payroll is processed bi-weekly. Approximately 95% of employees receive direct deposit of their pay. However, approximately 25 - 50 employees still receive checks; this tends to be seasonal, as part-time temporary employees are hired for the busy summer months. The City has a desire to eliminate all paper payroll checks and is in the process of transitioning to a purchase card system.

Required services include:

- a. Provide positive pay services with online transmission of check details.
 - b. Provide positive pay exception item review and correction online.
 - c. Provide online stop payment services (Specify timing and duration)
 - d. Provide an electronic file of paid/cleared check images (front and back), in addition to any alternative electronic archival system used by the bank.
 - e. Provide online access to cashed check images.
 - f. Cash payroll checks at no charge to the employee.
 - g. Cash Cards in-lieu of payroll checks
 - h. Specify payroll transmission deadlines
 - i. Method of reversal of automatic direct deposits for errors
 - j. Manual payroll checks
4. Electronic Transfer of Funds: The City processes approximately 800 ACH Credits and 25 ACH Debits each month, which includes the bi-weekly direct deposit of payroll. A small number of wire transfers are also received (approximately of 6) or executed each month.

Required services include:

- a. Accept and send ACH transactions.
 - b. Accept ACH payment files from 3rd parties.
 - c. Accept online payments for the business license renewals and recreation fee payments, and remit to the City in an acceptable format for download/import into the current cash receipt system (CLAS Systems).
 - d. Provide ACH debit blocking services.
 - e. Provide a secure electronic method to initiate intra-bank transfers.
 - f. Provide a secure electronic method with dual authorization for wiring funds.
5. Reporting: The City requires access to daily balances and transaction reporting information. The City requires access to prior day reporting including ledger balance, available balance, and summary and details of credits/debits posted. Current day (intra-day) reporting requirements include, but not limited to, details of electronic debits and credits, wire transfer activity, controlled disbursements, and ACH receipts.

Required services include:

- a. Provide online balance reporting services.
 - b. Allow approximately 6 City employees with different levels of authorization to access the bank's online reporting system.
 - c. Provide account reconciliation services for disbursements (full, partial or positive pay, depending on account).
 - d. Provide monthly activity statements and reports for all accounts by the 10th day of the following month.
 - e. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.
6. Bank Balances: During the past year, the City maintained an average collected balance of \$2M. Balances are currently used to offset service fees. In the future, available balances may be used to cover bank charges.

Required services include:

- a. Collateralize all collected balances, in excess of balances insured by the FDIC, as required by Sections 53530 et. seq. of the California Government Code.

II. INSTRUCTIONS TO PROPOSER

A. Reservation of Rights

To the fullest extent permitted by law, the City reserves the right to award any combination of services, reject any or all proposals, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in proposals received. The City may accept any item or group of items of any proposal which will produce the most satisfactory results suited to the City's requirements. An "Evaluation Committee" comprised of City staff or such other persons as City may select in its sole discretion shall determine which proposer has submitted the proposal that best serves the overall interests of the City and attains

the highest overall evaluation score. If no responsive proposals are received, the services performed or the supplies or equipment furnished may be obtained without further competitive bidding.

The contract may also be awarded to the responsible bidder based on the City’s best value concept. Criteria for determining the best value shall include, but not be limited to, the following: (1) The ability, capacity, and skill of the bidder to perform the contract or provide the supplies, services, or equipment required; (2) The ability of the bidder to provide the supplies, services, or equipment promptly or within the time specified without delay or interference; (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder; (4) The quality of the bidder's performance on previous purchases or contracts with the City; (5) The ability of the bidder to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

B. Schedule of Events

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

RFP Timeline:

Date	Time	Activity
October 15, 2014	5:00 PM	RFP Issued
November 4, 2014	10:00 AM (Pacific Standard Time)	Pre-Proposal Conference Call (Optional) Conference Phone #: 216-706-7052 Access Code: 7095929
November 6, 2014	4:00 PM	Deadline for RFP Questions
November 10, 2014	4:00 PM	Addendum Issued & Posted on Website (Responses to Questions) if applicable
December 1, 2014	4:00 PM	Proposal Due! <u>Submittals To:</u> Finance Department c/o Purchasing Division City of Concord Civic Center 1950 Parkside Drive, MS/07 Concord, CA 94519

C. Pre-Proposal Conference Call

Please see the above table for conference call information. *Note: If there are no phone call participants, the conference call will end at 10:15 AM.*

D. Subcontractors

Each proposal shall include a list for approval by the City of all subcontractors that proposer contemplates using. Once approved, the list shall not be changed without prior written permission of the applicable City.

E. Examination of Requirements

Before submitting a proposal, each proposer shall be held responsible for having examined this RFP, being familiar with Applicable Laws (defined in Section H below). Failure to do so will be at the proposer's own risk and relief on a plea of error cannot be secured. This may be cause for the annulment of the award.

F. Questions, Interpretations, or Corrections of Proposal Document

Questions regarding this RFP must be submitted in writing, either by email, mail or fax, and addressed to the City's contact for this RFP with the referenced RFP number clearly stated in the 'subject area'. Email address: purchasing@cityofconcord.org (preferable method), mailing address: Attention: Purchasing Division, Finance Department, 1950 Parkside Drive, Concord, MS/07, CA 94519 or fax number: 925-676-2290. Questions shall arrive **no later than 4:00 p.m. PST, November 6, 2014**. There are no guarantees for timely responses to mailed or faxed questions which may cause delays due to lost document or other reasons. Proposer shall promptly notify the above Contact in the same manner of any error, omission, or inconsistency that may be discovered during the examination of the RFP.

Any questions or comments directed to persons or addresses other than specified in the preceding sentence, or received after the deadline specified in the preceding sentence, will not be addressed. Proposer's company name, address, phone number, email address, fax number, contact person, and reference to this RFP must be included with the questions or comments. Applicable questions or comments received and the City's response shall be posted on the City's website on or about **November 10, 2014**.

All clarifications, corrections, or changes to this RFP will be made by a formal written addendum or addenda to the RFP issued by the City ("Addendum" or "Addenda") only. Each Addendum (if any) shall automatically become part of this RFP and thus part of the Contract Documents. "Contract Documents" means, collectively, this RFP, the chosen proposer's written proposal (as modified by any written best and final offer accepted by the City), the final contract executed between the City and the chosen proposer, and any amendments executed in writing by the City and the chosen proposer.

Proposer shall not rely upon interpretations, corrections, or changes made in any other manner, (e.g. whether by telephone, in person, or any type of writing) other than an Addendum. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued will be posted on the City's website at www.cityofconcord.org/business/purchasing. Notifications may (but are not required to) be sent to all known proposers by email; however it is the proposer's sole responsibility to ascertain that it has received all Addenda issued for this RFP.

Complete bid document/specifications (including bid/proposal forms) may be downloaded at no charge from the City of Concord website: <http://www.cityofconcord.org/business/purchasing/bidsandquotes.asp>,

or hard copies can be requested at the Purchasing Division, Finance Department, 1950 Parkside Drive, Concord, California, 94519. (Please contact the office for an appointment.) Note that in order to participate in the bidding process, you **must be registered** in our system **by completing our free online vendor registration section** at <http://www.cityofconcord.org/business/purchasing/>. *(Note: This Bid Notice is posted in the glass box outside of Wing C (Finance/Information Technology Building) at the Civic Center, Concord CA.)*

The main phone number of the Finance Office is 925-671-3178. Finance Department office hours are 9:00 to 12:00 p.m. & 1:00 to 4:00 p.m., Monday through Friday, excluding City holidays.

Please note that the City of Concord does not use any bidding service. It is the potential bidder's responsibility to be informed of any changes, revisions or updates by contacting the City of Concord Purchasing Office or by going to City's website shown above. If wholly electronically available, solicitation documents and any Addenda are posted on the City's website. Otherwise, the document(s) posted on the website will provide direction on how to obtain solicitation documents and/or Addenda.

Whether you are a current vendor or not, in order to receive email notifications or invitation(s) to bid for the categories you select in the system, you must be registered in our system by completing our online vendor registration section at <http://www.cityofconcord.org/business/purchasing/>. Go to the link on the right column that reads 'Begin your Vendor Registration'. Please read the instructions carefully and follow all of the steps. You may also view current and all bid opportunities on the City of Concord's website: <http://www.cityofconcord.org/business/purchasing/bidsandquotes.asp> at any time.

G. Prices, Notations, and Mistakes

No charge shall be allowed for the preparation of a response to this RFP or negotiation or drafting of any other Contract Documents. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Prices quoted shall be F.O.B. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the submittal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

H. Agency Compliance/License

Proposer shall comply with all applicable Federal, State of California, and local laws, rules, and regulations (including labor laws, and the Concord Municipal Code) and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of California, and trial of any action brought in connection with the RFP or the Contract Documents shall be held exclusively in a state court in the County of Contra Costa, California.

I. Modifications and Withdrawal

Submittals may not be modified after proposal due date. Proposers may withdraw proposals at any time before the proposal opening, provided that a request in writing, executed by the proposer or its duly-authorized representative for the withdrawal of such proposal, is file with the

City prior to the time fixed for the opening of proposals. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal.

J. California Public Records Act, Confidential/Proprietary Information

All documents submitted in response to this RFP will become the property of the City, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Any confidential or proprietary information as defined by the California Public Records Act ("Confidential Information") must be enclosed in a separate folder or envelope clearly marked as "CONFIDENTIAL/PROPRIETARY INFORMATION" and submitted with the rest of the proposal. Proposal submittals where all information is so marked will be disregarded and made available pursuant to the CPRA. However, proposer (by virtue of submitting its proposal or any Confidential Information) acknowledges that City has not made any representations or warranties that Confidential Information is exempt from disclosure under Applicable Laws.

If City's City Attorney, in his or her discretion, determines that release of Confidential Information is required by Applicable Laws, including pursuant to order of a court of competent jurisdiction, City shall notify the applicable proposer of City's intent to release Confidential Information. Proposer shall have five (5) calendar days after the date of City's notice ("Objection Period") to deliver to City a written objection notice which includes (1) justification for non-disclosure of all or any portion of the requested Confidential Information, and (2) legally binding confirmation of proposer's indemnity and release obligations as set forth in this section ("Objection Notice"). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City's City Attorney, in his or her discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth in this section or that the requested Confidential Information is not exempt from disclosure under the Applicable Laws. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Applicable Laws, City may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information. Proposer shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

Proposer hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with any Confidential Information. Proposer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, proposer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

K. Conflict of Interest

The selected Consultant and its team shall avoid all conflict of interest or appearance of conflict of interest in the performance of its services to the City and such provisions will be included in the Professional Services Agreement. The Consultant and its team represent that they have no existing interest in the Specific Plan area and that the Consultant or team members will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required by the City and that no person having any such interest shall be employed or retained as a sub-Consultant by the Consultant.

The Prime Consultant and its first tier team members shall not undertake and work on behalf of any individual or business entity which is actively seeking to acquire or which has acquired any real property interest within the Specific Plan boundary area while simultaneously consulting to the City without the expressed consent of the City. Such consent shall be at the sole and exclusive discretion of the City. Restrictions on release and confidentiality of reports/data/project strategy memos shall carry beyond the conclusion of the contract for a period of one year unless expressly waived by the City in writing.

The Consultant or any member of Consultant's team or firm shall not offer or give to any City officer or designated employee any gift that is reportable pursuant to the applicable regulations of the Fair Political Practices Commission.

L. Term of Contract

The City intends to award a five (5) year contract with five (5) one-year renewal options.

1. The City has and reserves the right to suspend, terminate, or abandon the execution of any work by the selected Bidder without cause at any time upon giving to the selected Bidder prior written notice. In the event that the City should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The City may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the selected Bidder. In the event of termination with cause, the City reserves the right to seek any and all damages from the selected Bidder. In the event of such termination with or without cause, the City reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
2. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any City fiscal year (i.e. each July 1st through each June 30th), for reason of non-appropriation of funds. In such event, the City will give

Contractor adequate notice that such function will not be funded for the next fiscal period.

3. By mutual agreement, any contract which may be awarded pursuant to this RFB, may be renewed for the agreed upon renewal option period at agreed prices without further competitive bidding. All other terms and conditions would remain the same.
4. The City requires fixed pricing for the first five (5) years of the contract. If the vendor intends to revise its fee schedule after the initial 5 year period, it must give written notice to the City 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the City and may not exceed the annual consumer price index-urban (CPI-U) for the West census region for the most recently available 12 month trailing period.

M. Terms of Offer

City of Concord's acceptance of bidder's offer shall be limited to the Contract Documents, unless expressly agreed in writing by the City of Concord. Each bidder must provide in *Exhibit C-Exceptions to Specifications/Requirements* any proposed changes to the terms hereof (including any insurance, indemnification, and proposal security language or requirements). Proposals offering terms other than those shown herein may be declared non-responsive and may not be considered.

This solicitation does not commit the City of Concord to award a contract, to pay any cost incurred with the preparation of a qualifications statement, or to procure or contract for services or supplies. The City of Concord reserves the right to accept or reject any or all submittals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this process if it is in the best interest of the City to do so. All proposers should note that any contract pursuant to this solicitation is dependent upon the approval of the City Council.

The City of Concord reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposal at any time, and to reject any and all submittals without indicating any reason for such rejection. As a function of the RFP process, the City of Concord reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services. The City of Concord will reserve the right to request that specific personnel with specific expertise be added to the team, if the City determines that specific expertise is lacking in the project team. Statements and other materials submitted will not be returned.

The City of Concord reserves the right to abandon this RFP process if it is determined that abandonment and/or change would be in the City's best interest. In the event of an abandonment or change, the City will not be liable to any contractor for any costs or damages arising out of its response to the RFP.

N. Award

Any award shall be made in accordance with Applicable Laws.

1. Evaluation Process and Criteria:

Award will be made to the firm based on the "selection process" described below and the "best value" concept described in Section II.A.

Any award made pursuant to this RFP will be based upon the respondent's proposal with appropriate consideration given to functional, technical, business, cost, and

management requirements. Written proposals that satisfy all requirements specified in this RFP will be evaluated. The intent is to assess the ability of the respondent to provide banking services and its associated requirements, and whose services best meet the needs of the City. The City may request additional information from any of the firms submitting proposals. The following criteria will be used in evaluating proposals and in the selection of a financial institution (not in priority order):

- a. Compliance with the requirements of this RFP and quality of proposal. Completion of all required responses in the specified format.
- b. Operational requirements such as: understanding the needs and requirements of the City, as set forth in this RFP; scope and services offered including degree of automation; and bank and branch locations.
- c. An example of the respondent's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- d. Firm experience, including the respondent's stability, resources, qualifications, and relevant experience and/or record of past performance in implementing and delivering such services to local governments with like-kind operations located within the State of California.
- e. Availability of sufficient high quality respondent's personnel with the required skills and experience for the specific approach proposed.
- f. Financial strength of the proposing institution, and adequacy of financial controls and protection against loss.
- g. The quality and scope of the proposed conversion, implementation and transition plan, and the value of any new product or service suggestions or other new ideas and enhancements.
- h. Respondent's acceptance of the City's contractual terms and conditions, as applicable.
- i. Overall cost of respondent's proposal.

Contractors proposals will be evaluated based upon: the ability to perform the specific tasks outlined in the RFP; the qualifications of the specific individuals who will work on the project; the amount and quality of time key personnel will be involved in their respective portions of the project; the reasonableness of the fee requested to do the work; the demonstrated record of success by the Contractor on work previously performed for the City, if applicable, and for other municipalities or enterprises; and the specific method and techniques to be employed by the Contractor on the project.

At any time, the City, at its discretion and without explanation to the prospective financial institutions, can choose to discontinue this RFP without obligation to such prospective financial institutions.

Onsite Presentation

After an evaluation of all proposals, the City may invite selected financial institutions to meet with the evaluation team. As part of the RFP process, you may be required to present your company's ability to provide banking services at the City of Concord, 1950 Parkside Drive, Concord, CA 94517. The presentation allows you to demonstrate your services and to give the City a better chance to evaluate your capabilities in detail. Scores will be reassessed after this onsite presentation.

2. Local Vendor Preference: The City has a 5% local vendor preference for Concord businesses. Please refer to '**Exhibit E-Local Contractor Preference For the Purchase of Supplies, Services, and Equipment.**' For costs under \$100,000, all bidders are directed to City of Concord Policy and Procedure 142 (Local Contractor Preference for the Purchase of Supplies, Service and Equipment), a copy of which is attached to this RFP and incorporated by reference.
3. Selection Process: Proposals will be evaluated by the appropriate departments.
 - a. The department(s) will recommend award to the proposer who, in its opinion, has submitted the Proposal that best serves the overall interests of the City and attains the highest ranking.
 - b. The City reserves the right to award to a single or multiple contractors.
 - c. The City has the right to decline to make any award for any reason.
 - d. Approval of the City Council is required before any award can be made (if >\$50K).
 - e. Final contract terms and conditions will be negotiated with the selected bidder, and will include but is not limited to all of the terms and conditions of this RFP and in '**Exhibits F-1 Sample Purchase Order (PO) and F-2 - Sample Contract**'. Please note that the sample may or may not include all of the clauses/language of the final contract. Contract may be in a form of a purchase order, a contract, or both.
 - f. Contract Negotiations: After a review of the proposals, and in-person presentations, the City intends to enter into contract negotiations with the financial institution selected as best meeting the City's needs. These negotiations could include all aspects of services and fees. If a contract is not finalized within a reasonable period of time, the City will open negotiations with the next ranked firm.
 - g. Award of Contract: The selected firm shall be required to enter into a written contract with the City in a form approved by legal counsel for the City. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the selected Proposer.
5. Notice of Award: Upon written notification of award, the chosen proposer must

provide applicable insurance certificates, business license, and any other requirements described in this RFP within the requested time frame. Failure to provide the required documents within the time allowed may result in withdrawal of award.

The contact information once awarded will be:

City of Concord:

Deborah Yamamoto, Senior Financial Analyst
Finance Department, City of Concord Civic Center
1950 Parkside Drive, MS/06,
Concord, CA 94519
925-671-3183 / deborah.yamamoto@cityofconcord.org

- a. Insurance Requirements: Successful proposer must comply with the City of Concord Insurance Requirements included in this solicitation document, shown in ***Exhibit F- Sample Contract***. Contractor will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.
- b. Business License: The selected proposer will be required to obtain a City business license and keep it current during the period of performance on the contract resulting from this RFP. Questions regarding City business licenses may be addressed to Mike Snow, City of Concord Finance Department, (925) 671-3306 or mike.snow@cityofconcord.org.

O. Equal Opportunity

Please refer to the 'Equal Opportunity Clause of Executive Order 11246' document posted on the City's Purchasing website at <http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf>.

III. PROPOSAL SUBMITTAL REQUIREMENTS

A. Submittal Deadline

Proposal submittals must be received no later than **4:00 PM (P.S.T) on Monday, December 1, 2014**, as determined by www.time.gov. Telephone, electronic, faxed, or late proposals will not be accepted and will be returned to the proposer unopened. Hand delivered proposals must be received at the Permit Center within City Hall. It is the proposer's responsibility to see that their proposals are sent in sufficient time to be received by the department/location specified below before the submittal deadline. Proposer assumes the burden of delivery.

A list of submitted proposals will be posted on the City's website (www.cityofconcord.org/business/purchasing) within a reasonable time after the due date.

B. Proposal Submittal Contents

Proposal submittal should be in the following order as applicable.

1. Submittal Requirements:

Submittal must include the number of proposals as per the directions outlined below. All

documents contained in the submittal must have original signatures and must be signed by a person who is authorized to bind the proposer.

The proposer shall place **three (3) copies** of the ‘**Technical Proposal**’ including 1 original outlined in Exhibit A in one sealed envelope/box and **three (3) copies** of the ‘**Total Cost Proposal**’ including 1 original in a separate sealed envelope/box outlined in Exhibit B. Additionally, an **electronic copy** for the cost and technical proposal **must also be submitted**.

Envelopes shall be marked to indicate RFP # and the Type of Proposal as follows:

<u>For Technical Proposal:</u> RFP #2299 TECHNICAL PROPOSAL	<u>For Total Cost Proposal:</u> RFP #2299 TOTAL COST PROPOSAL
--	--

Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

Finance Department c/o Purchasing Division
City of Concord Civic Center
1950 Parkside Drive, MS/07
Concord, CA 94519

2. Technical Proposal

a. Technical Proposal (see Exhibit A) - Including Other Requirements

i. Exceptions to Specifications/Requirements:

Mark ‘X’ by the applicable terms.

No exceptions or alternative products are permitted.

Proposer must submit Exhibit C – Exceptions to Specifications/Requirements with their proposal.

ii. W-9: Please complete the W-9 Form, Exhibit D – W-9 Form

iii. Business License: The selected proposer will be required to obtain a City business license and keep it current during the period of performance on the contract resulting from this RFP. Questions regarding City business licenses may be addressed to Mike Snow, City of Concord Finance Department, (925) 671-3306. In order to apply the 5% Local Vendor Preference (for projects equal to or less than \$100K) described in Exhibit E-Local Vendor Preference, you must provide a current Concord Business License with your proposal.

3. Total Cost Proposal

a. Total Cost Proposal Form (see Exhibit B) - Including any Cost Breakdown as specified.

The first page should be the 1st page of the Proposal Submittal Form in Exhibit A-1 with the Total Cost information.

EXHIBITS

		Must be submitted with Proposal*
Exhibit A	Technical Proposal Form (13 pgs.)	√
Exhibit B	Total Cost Proposal Form (2 pgs.)	√
Exhibit C	Exceptions to Specifications/Requirements (1 pg.)	√
Exhibit D	W-9 Form (1 pg.)	√
Exhibit E	Local Vendor Preference (1 pg.)	
Exhibit F-1	Sample Purchase Order (PO) Terms and Conditions (2 pgs.)	
Exhibit F-2	Sample Contract (12 pgs.)	

**Items not submitted as instructed in this RFP may result in lower scores.*

EXHIBIT A (Page 1 of 13)

TECHNICAL PROPOSAL FORM

(This serves as the 'Cover Page' to your Technical Proposal)

1. TECHNICAL PROPOSAL

(See below or the following page for Technical Requirements)

Submitted by:

PROPOSER/COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ **STATE, ZIP CODE:** _____

PHONE NO.: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____

PROJECT MANAGER for this RFP if selected (if different from above):

YOUR NAME & TITLE: _____

ADDRESS (Not a P.O. Box): _____

PHONE NO.: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

EXHIBIT A (Page 2 of 13)
TECHNICAL PROPOSAL FORM

TECHNICAL REQUIREMENTS

A. Content and Format:

In order for the City to be able to adequately compare and evaluate proposals, all proposals must be submitted in accordance with the format detailed below.

Cover Letter and Executive Summary

The letter/summary should designate the proposing bank, the business address of where the relationship will be housed, and be signed by authorized bank officers. The letter/summary should address the bank's willingness and commitment to provide the proposed services to the City and why the bank believes it should be selected. No pricing information should be included in this section.

Tab A – Table of Contents

A listing of all materials included in the proposal identified by sequential page number and section reference number should follow the RFP format.

Tab B – Bank Profile, Qualifications and Experience

1. Provide a general overview and brief history of your organization, including customer service philosophy, parent and/or subsidiary companies, and the number of employees.
2. Provide the address of the primary office and/or branch location that will service the account and where the City will conduct its banking business.
3. Describe the bank's direct experience in providing similar services for other governmental agencies, specifically local government agencies located in California. Please include the number of public agency clients, the dollar amount of public funds on deposit, the types of services offered, and the bank's knowledge of and adherence to the California Government Code.
4. Complete the following table with the current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's financial strength.

EXHIBIT A (Page 3 of 13)
TECHNICAL PROPOSAL FORM

Firm / Bank

	Standard & Poor's Rating	Moody's Investor Services
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

Bank Holding Company

	Standard & Poor's Rating	Moody's Investor Services
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

5. Discuss the firm's current capital structure, adequacy, and coverage. If applicable, provide the firm's risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, significantly undercapitalized).
6. Include an electronic copy of the most recent audited annual financial statement and the latest 10-k report with the proposal.
7. If the firm received funds under the Troubled Asset Relief Program, detail the amount received. What is the history of repayments to date? Does your bank still have outstanding funds from this program? If so, why?

Tab C – Personnel

1. Provide the name, title, address, phone number, fax number and e-mail address of the primary contact person(s) assigned to this account.
2. Describe your firm's policy on changing the primary contact person on an account.
3. Name the individuals who will work with the City on a day-to-day basis. Information should include:
 - a. Identify what each person's role and responsibilities will be.
 - b. Biographical information.
 - c. Experience working with governmental agencies.
 - d. Number of years experience in this field.
 - e. Number of years with your firm.

EXHIBIT A (Page 4 of 13)

TECHNICAL PROPOSAL FORM

4. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?
 - a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
 - b. Is local customer service support available at the bank's local branches?
 - c. If an error is discovered by the City, how would you propose to resolve it (i.e. who should the City contact first, etc.)?

Tab D – References

1. Please provide at least three (3) references that are of similar size and scope of service utilization as the City, preferably local government agencies located in California.

Contact Name: _____
Title: _____
Name of Customer: _____
Address: _____
Telephone Number: _____
Fax Number: _____
of Years as Customer: _____
Services Utilized: _____

2. How many public sector clients, both within and outside of California, have terminated services in the last three years?

Tab E – Collateralization of Deposits

1. Confirm that the financial institution is a qualified depository for public funds pursuant to California Government Code Section 53648, and please detail the bank's procedures for collateralizing the deposits of public funds.
 - a. What types of securities are used as collateral?
 - b. Which bank department is responsible for tracking deposits and monitoring collateral?
 - c. What is the bank's current level (\$ amount) of public funds deposits and the related collateral?
 - d. What is the frequency of reporting to the State Treasurer's Office?
2. Please include a copy of the Bank's Contract for Deposit of Moneys in the Section.

EXHIBIT A (Page 5 of 13)
TECHNICAL PROPOSAL FORM

Tab F – Deposit Processing

1. Provide a map or table showing the location of the bank's branches located within the City of Concord.
2. Please provide the address and distance of the two (2) closest branches to 1950 Parkside Drive, Concord, Ca. 94519. Please provide the name and telephone number of the branch managers at these two locations.
3. For deposits collected and transported by armored car, what bank location do you propose for the City's armored car to deposit funds for processing?
4. Can a unique deposit identification number be used on deposit tickets to identify the deposit location for reconciliation purposes? Can the bank identify deposit tickets on summary reports?
5. What is the cutoff time for deposits at the bank's local branch and at the bank's operations center to ensure same day credit?
6. What is the cutoff time for Check 21 deposits to ensure same day credit?
7. Please describe the bank's cash deposit requirements. How should the cash deposits be bundled? The Police Department, on occasion, collects contaminated money. What special procedures would be necessary?
8. What type of deposit bags does the bank allow/require? Does the bank provide these bags? Does the bank charge a fee for these bags? Are there any restrictions on deposit bags provided by the customer?
9. Can checks, currency, and coin be included in the same deposit?
10. The City employs dual custody in preparing deposits.
 - e. How are deposits credited?
 - f. Are items immediately verified?
 - g. If provisional credit is given, when does verification take place?
 - h. How does the bank handle any deposit discrepancies?
 - i. If the bank corrects a deposit, how will the City be informed of this change?
 - j. Is there a threshold for deposit discrepancies before notifying the City?
 - k. Does the bank use videotaping and dual custody for all deposits at the branch and operations center?
 - l. How does the bank substantiate its decisions in the case of discrepancies?
11. Please describe the bank's change order procedures.
 - a. Can separate location codes be used so that the City can track who ordered money?

Tab G – Check 21

1. The City is currently using a Digital Check Teller Scanner TS240 with Image Software for Check 21 processing. Describe the bank's ability to process checks via Check 21, including any accommodations the bank would need to make related to the City's existing hardware/software. Identify additional costs associated with this accommodation, if any.

EXHIBIT A (Page 6 of 13)
TECHNICAL PROPOSAL FORM

Tab H – Returned Item Processing

1. Please describe the bank's returned item handling procedures and notification options.
2. Can returned items be automatically re-deposited? If so, how many times?
3. Does the bank offer any options that may increase the collection of NSF checks?
4. Can the bank provide a detailed return item transmission to the City? Can this report identify the payer's name, depositing location, deposit date, and the type of item being returned?
5. Can the bank provide online access to electronic images (front and back) of returned items to the City? How soon after an item is returned can these images be accessed?

Tab I – Electronic Business Payments to the City

1. Do you offer any specialized solution that enables the City to receive e-transactions with supporting remittance information to update the City's accounting system for corporate and government customers? Please describe.
2. Is this a proprietary bank product or an industry clearing mechanism? If it is proprietary, how are businesses making payments to the City enrolled?
3. What remittance detail is available for payments made to the City?
4. If the City's bank account information changes, how will payments be redirected to the new account? Will individual businesses have to be notified of the account change?

Tab J – Availability of Deposits

1. How does the bank determine and calculate availability of deposited items?
2. Does the bank give immediate availability for on-us items?
3. Does the bank calculate availability by item or by formula?
4. Provide a copy of the availability schedules the bank proposes to use for the City. Is this the best schedule offered to any customer? If not, quantify the difference and explain how the City may obtain the bank's best availability schedule. Describe the extra charge, if any, for obtaining the bank's best availability schedule.

Tab K – Positive Pay

1. Please describe the bank's Positive Pay and Payee Positive Pay services and what is recommended for the City's consideration. Please provide copies of sample reports.
2. Describe any specified transmission methods required by the bank?
3. What is the deadline for the transmission of check data or issuance information to the bank?

EXHIBIT A (Page 7 of 13)
TECHNICAL PROPOSAL FORM

4. How frequently can transmission files be uploaded to the bank for the issuance of additional checks, and/or recently voided items? Is there a limit to the number of files per day?
5. Does the bank offer the ability to manually enter single check disbursements used during the day? Please describe.
6. How will the City be notified of exceptions or rejected items? What is the procedure and timeline for paying or returning exception items?
7. Does the bank provide online check imaging so that the City could review exception items electronically?
8. Will stale-dated checks be reported as exception items?
9. Is Teller Positive Pay available? How long does it take for check data and issuance information to be available to tellers?

Tab L – Stop Payments

1. How are stop payment orders placed? Can stop payments be placed online?
2. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to be effective?
3. How long will the stop payment remain in effect? Are there different term options?
4. Can stop payments be automatically renewed? If so, for how long? Is there an associated fee for each renewal?

Tab M – Wire Transfer Processing

1. Describe the process of initiating wire transfers.
2. Can wire transfers be initiated online? If so, please describe the system's security features. Can varying degrees of authorization be set, such as multiple authorizers, maximum dollar amounts, etc.?
3. Does the bank offer its customers dual control release options (secondary approval levels) for electronically initiated transfers? If so, please describe.
4. What is the cut-off time for same-day wire transfers?

Tab N – ACH Processing

1. Describe the process for initiating ACH payments.
2. What ACH file transmission options are available?
3. Can 2 separate files be transferred on the same day?
4. What are the transmission deadlines for ACH files?
5. What is the earliest day and time that the files can be transmitted? Do you warehouse early file transmissions?
6. Can ACH payments be initiated online? If so, please describe the system's security features.
7. What are the cut-off deadlines for ACH payments initiated online?

EXHIBIT A (Page 8 of 13)
TECHNICAL PROPOSAL FORM

8. How and by what method are customers notified that a transmission was successful in order to validate the credit totals transmitted? How soon is this provided after transmission?
9. What type of security measures are in place to ensure a secured website for direct deposit transmissions? Would this require special software?
10. How are returned and rejected ACH transactions handled? What information does the bank provide to assist in identifying returned and rejected ACH transmission? When is this information available?
11. Is your bank planning to opt-in and participate in processing same-day ACH debits?
12. Please describe your bank's ability to block unauthorized ACH debits.
13. If the bank provides ACH debit blocking, what level of filtering can be applied?
14. Does the bank offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?
15. Does the bank offer Universal Payment Identification Codes (ability to mask visible account numbers to reduce the risk of unauthorized direct debits)?
16. Does the bank offer any disaster recovery solutions that can aid in processing payroll if the City is unable to transmit data to the bank?

Tab O – Intra-Bank Account Transfers

1. Describe the process of initiating an intra-bank account transfer.
2. Does the bank offer its customers dual control release options (secondary approval levels) for electronically initiated transfers? If so, please describe.
3. What is the cut-off time for same-day intra-bank account transfers?

Tab P – State Activity / LAIF

The City, the Successor Agency for the former Concord Redevelopment Agency, a Sewer enterprise fund, and a retirement fund transact State of California Local Agency Investment Fund (LAIF) transfers periodically, and receive State electronic payments.

1. Is the bank an approved State of California depository?
2. Please describe the LAIF transfer process. Can transfers be done by telephone, e-mail/fax, wire transfer, etc.?
3. What is the charge per transfer to LAIF? From LAIF?
4. Does the bank have an office in Sacramento that maintains a direct DDA banking relationship with the State Treasurer's Office and the State Controller's Office?

Tab Q – Implementation Plan and Costs

The City requires a smooth and low-cost transition to a new bank or to enhanced services with its existing bank.

EXHIBIT A (Page 9 of 13)
TECHNICAL PROPOSAL FORM

1. Please describe the bank’s plan to implement the proposed services and to ensure a smooth, error-free conversion.
2. Please detail all costs associated with the conversion of all the new services.
3. What size conversion allowance will the bank provide to the City? Please state a specific dollar amount. Separate check stock, with unique numbering sequences, is used by each of the five (5) accounts that write checks (accounts payable, payroll, workers compensation, liability insurance and the revolving account). Separate check stock is utilized for the flexible spending account.
4. Indicate the bank’s plans for educating and training City employees in the use of your firm’s systems. Will the bank provide on-site training for City personnel for all of the services needed?
5. Please provide a contact list of local government clients (preferably in California) that have transitioned from another bank to your bank.

Contact Name: _____
 Title: _____
 Name of Customer: _____

 Address: _____
 Telephone Number: _____

 Fax Number: _____
 Date of Transition/Implementation _____
 Services Utilized: _____

Tab R – Statements, Documents and Reconciliations

1. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statements		
Partial Reconciliation Information		
Full Reconciliation Information		
Positive Pay Information		

2. Describe the process of locating a cancelled check on CD-ROMs. What types of indexing capabilities are available to locate checks from prior months?
3. Are electronic images stored on the bank’s online reporting system? If so, how does the bank charge for these services (per item viewed / per item loaded)? Is there a difference in price for deposited items versus disbursement items?

EXHIBIT A (Page 10 of 13)
TECHNICAL PROPOSAL FORM

4. How long are electronic images for deposited and disbursement items stored on the reporting system and available for customer access?
5. Please describe how reconciliation data is transmitted to the City.

Tab S– Balance Reporting

The City currently accesses daily balance reporting information through Windows-based personal computers, both in the office and at our homes.

1. Please describe the bank's online information reporting system and the types of reports that are available. Include sample reports that would be the best example of the system's capabilities.
2. How will the City access the reporting system? Is this available through the internet?
3. Can the bank limit access to the bank's online system to known City and selected other IP addresses?
4. Are there any limits on the number of the City users that could have access to the bank's online website? What levels of authorization (i.e. accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?
5. What current day (intra-day) information is available through the reporting system?
6. Are there differences in information available for current day and previous day reporting? If yes, please describe.
7. Does the bank's deposit reporting system report electronic transactions (i.e. ACH, wire, etc.) as well as paper documents?
8. What time (assuming Controlled Disbursement is not used) will the bank be able to report the total amount of the day's check disbursements to the City?
9. Can electronic reports be custom-tailored for the end user? Is there an additional charge?
10. How many business days of balance history are stored on the reporting system for previous day reporting? If there are differences in information available for current day and previous day reporting, how many business days of balance history are stored on the reporting system for current day reporting?

Tab T – Earnings Credit Rates

1. Does the City have the option of compensating the bank on either a fee or balance basis? Is the price the same for either option? If not, what is the difference?
2. How is your bank's earnings credit determined, adjusted, and applied? Please include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.

EXHIBIT A (Page 11 of 13)
TECHNICAL PROPOSAL FORM

3. What time frame does your bank use when reviewing balances for deficiency or excess (e.g. rolling 12-month average, calendar quarter, calendar year, monthly, etc.)?
4. Can excess earnings credit be carried over to a subsequent billing period? If so, how many periods?

Tab U – Account Analysis Statements

1. Please provide a sample analysis statement. How soon after month-end is the analysis statement mailed? Can the account analysis be obtained in Excel format? Can the Association for Financial Professionals (AFP) Service Codes be included on the analysis statement?
2. Will the bank pass on the FDIC or FICO charges to the City? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed?

Tab V – End-of-Day Overdrafts

1. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
2. Is there a fee per check or per occurrence when there is an overdraft?
3. Is there a daily cap on fees?

Tab W – Daylight Overdrafts

1. Describe the bank's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
2. Does the bank establish an intra-day limit per account or per customer? How flexible can the bank be in setting a limit appropriate for the City?
3. Is wire transfer processing stopped when the intra-day limit is reached? Please explain the procedures.
4. Please explain any charges associated with daylight overdrafts? If the bank incurs a daylight overdraft charge from the Fed, will it pass this charge on to its customers? If so, how (e.g. intra-day loan, daylight overdraft facility fees, etc.)? How is the charge allocated among customers?

EXHIBIT A (Page 12 of 13)
TECHNICAL PROPOSAL FORM

Tab X – Employee Banking

1. Will the bank cash the City’s payroll checks without charge to either the City or check payee? If not, what is the charge? Is a check cashing agreement required? If yes, please include a copy.
2. Please describe in detail any banking services you might propose to provide to the City’s employees. Would employees have to enroll in direct-deposit in order to receive these services? Please include any marketing literature you would provide to new or existing employees about your services.

Tab Y– Business Continuity and Control

1. Describe your bank’s business continuity plan as it applies to:
 - a. Local bank/branch access failure
 - b. Regional bank resources for reporting, access to accounts, and access to funds
 - c. National (if applicable) bank resources for reporting, access to accounts, and access to funds
2. Describe the electronic and/or manual system used to provide the proposed services along with backup and recovery capabilities. Who would the City contract to initiate day-to-day banking transactions if online capabilities and functionality are temporarily unavailable?
3. Describe the bank’s security procedures for its information reporting system, both for access and information protection.
4. Describe the types of insurance and bonding carried.
5. Describe any current or prior professional or personal relations between your firm and any member of the City Council or City staff, or with a company owned or affiliated with any of those individuals during the past five years that might represent an actual or perceived conflict of interest.
6. Can the bank provide on-site support to City staff if the City experiences a failure at Concord City Hall (1950 Parkside Drive, Concord, CA 94519)?
 - a. What physical site can the bank provide in the event that Concord City Hall might be inaccessible?
 - b. Please describe the resources (i.e. physical work areas, access to telephones, internet, fax, wire transfers, etc.) that could be made available to City staff in the event that Concord City Hall might be inaccessible?

Tab AA – Service Enhancements

Based on the information provided in the RFP and your firm’s knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the efficiency of the City’s treasury management operations.

EXHIBIT A (Page 13 of 13)
TECHNICAL PROPOSAL FORM

Tab AB – Sample Contract

1. Provide a sample of the proposed contract for your bank’s services. Please also provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.
2. Would you be willing to agree to sign a contract amendment that incorporates the City’s Request for Proposal and your firm’s proposal response as part of the overall contract?

Tab AC – Indemnity and Insurance

These provisions are set forth in Appendices B and C. Indicate in your proposal your ability to comply with these provisions. If a proposer has any concerns regarding any of the City’s insurance or indemnity language or requirements that would render the proposer unable or unwilling to enter into an Agreement, the proposer shall identify these concerns. Deviations from the City’s standard language may be considered in its evaluation of the responsiveness of a proposal.

Tab AD – Non-Collusion Affidavit

Insert the completed affidavit as set forth in Appendix D.

Tab AE – Pricing and Account Analysis

1. Please provide a complete fee schedule for all of the services described in your financial institution’s proposal using Association of Finance Professionals (AFP) Service Codes. A template, of services currently used with volume levels, is provided in Appendix H.

Fees related to all services described in the proposal must be listed, even if the service is not shown on the template. Also, include any one-time or set-up charges, research fees, minimum fees, or all other fees that will be charged. Include any incentives or price breaks offered based on volume or other measures.

2. Is the bank willing to guarantee the proposed fees for the entire term of the contract up to five (5) years? If not, for how long are the fees guaranteed?
Can fees be billed to the City rather than debited directly from the City’s accounts with a hard copy sent mailed or e-mailed to Finance Department?
3. Are you willing to offer any transition or retention incentives?

B. Exhibit C – Exceptions to Specifications/Requirements – submit with this proposal.

C. Exhibit D – W-9 Form – please complete and submit with this proposal.

EXHIBIT B (Page 1 of 2)
TOTAL COST PROPOSAL FORM

(This serves as the 'Cover Page' to your Total Cost Proposal)

TO THE CITY OF CONCORD: In compliance with the notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to complete services above, in accordance with this RFP therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying proposal. Prices are F.O.B. Destination, California.

1. TOTAL COST PROPOSAL: Please indicate the total cost here and attach any cost breakdown and applicable, required documents to follow.

TOTAL COST: \$ _____
(Inclusive of all costs – See Cost Breakdown to follow if applicable)

_____ (written amount)

This bid will be awarded based upon the total bid amount as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Submitted by:

PROPOSER/COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ **STATE, ZIP CODE:** _____

PHONE NO.: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____

PROJECT MANAGER for this RFP if selected (if different from above):

YOUR NAME & TITLE: _____

ADDRESS (Not a P.O. Box): _____

PHONE NO.: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

EXHIBIT B (Page 2 of 2)
TOTAL COST PROPOSAL FORM

2. COST BREAKDOWN

The proposer is to submit a detailed cost proposal for all services and materials including the firm's direct and indirect rate (with overhead). Personnel hours and extended billing rates per classification of personnel shall be indicated for each task and/or sub task defined therein. The consultant shall determine a not-to-exceed allowance for reimbursements included within the cost proposal.

Attach the above breakdown to this Exhibit A in your 'Total Cost Proposal'

EXHIBIT C
Exceptions to Specifications/Requirements

PLEASE CHECK THIS BOX IF YOU HAVE NO EXCEPTIONS TO OUR REQUIREMENTS

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your proposal response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____ Proposer Name	_____ Proposer Signature	_____ Date
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EXHIBIT E



CITY OF CONCORD

Number: 142
Authority: Council Motion
Effective: 6/2/92
Revised: 7/27/09
Reviewed: 2004
Initiating Dept.: FI

LOCAL VENDOR PREFERENCE FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT

1. PURPOSE

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

2. POLICY

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

3. LOCAL VENDOR DEFINITION

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

4. REQUIREMENTS

4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.

4.2 The price bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.

4.3 The local vendors preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

5. EXCEPTIONS

This policy shall not apply to the following purchases or agreements:

5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.

5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.

5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.

5.4 Public projects governed under the State of California Public Contract Code.

5.5 Professional or consultant services.

5.6 Sole source purchases.

5.7 Purchases of supplies, services, and equipment not requiring bids.

5.8 Application of the local vendor's preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.

EXHIBIT F-1 (Page 1 of 2)

SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.
2. All Shipments are F.O.B. Delivered unless otherwise specified. When freight is authorized to be prepaid and added to invoice, a copy of the receipted freight bill must accompany invoice. (FOB destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the City only upon receipt and acceptance by an authorized representative of the City of Concord.)
3. Substitutions, Changes, and Prices other than specified must be authorized in writing by the Purchasing Agent.
4. Acceptance of this Purchase Order implies the acceptance of all items and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without written approval of City.
5. Contract. The contract may be in a form of a purchase order, a separate agreement, or both. Final contract terms and conditions may be negotiated with the selected Contractor, and will include but are not limited to all of the terms and conditions herein and any referenced attachments. Such contract, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the work covered hereunder, will constitute the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.
6. Warranty and Quality Inspection. Contractor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in City's opinion, any article material, work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
7. Title. Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold City free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.
8. Infringement. Contractor shall indemnify and defend City against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale normal use or other normal disposition of any article or material furnished hereunder.
9. Invoice Discount. Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date City received invoices or merchandise whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by City.
10. Compensation. Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for all work contemplated and embraced in this order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance or work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
11. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the Contractor's performance under the terms of this Purchase Order, including but not limited to Prevailing Wage Policies. This indemnification obligation on Contractor's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole or active negligence or willful misconduct on the part of City.
12. Laws to be Observed. All activities regarding this order shall be governed by the laws of the State of California. Any action to enforce this agreement shall be brought in a state court in the County of Contra Costa, California. Contractor shall keep fully informed of and shall comply with all existing and future State and Federal laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials, used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. In accordance with SB854, Contractors must register and meet requirements using the new Department of Industrial Relations online application before bidding on public works contracts in California.
13. Contractor's Licensing Laws. Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
14. Permits and Licenses. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

EXHIBIT F-1 (Page 2 of 2)
SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS

15. Prevailing Wages. Contractor acknowledges and agrees that all or part of the work will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720, and, to the extent federally funded or assisted in excess of \$2,000, are subject to Davis-Bacon and Related Acts (DBRA). Pursuant to Section 1773.2 of the Labor Code, there is on file with the Purchasing Office of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor. Accordingly, Contractor shall comply with applicable prevailing wage policies as set forth in the City of Concord Municipal Code, if applicable, as well as all State Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection construction, alteration, demolition, installation, or repair work components of the work, and the DBRA (collectively, "Prevailing Wage Policies"). Contractor shall submit, upon request by the City, certified copies of payroll records to City and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Policies.

16. Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

17. Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to City of Concord for all costs incurred by City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence hereof.

18. Taxes. Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract, and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

19. Independent Contractor. Both parties understand and acknowledge that Contractor, its agents, employers and subcontractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or subcontractors are agents or employees of the City, and Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement. As an independent contractor, Contractor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Contractor shall be employees or subcontractors of Contractor and shall not be construed as employees or agents of the City in any respect. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced pay for work performed on a recognized holiday. Contractor shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the work to be performed by Contractor.

20. Safety. All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.

21. Assignment. City is entering into this agreement in consideration of the rendition of the work required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

22. Insurance. (Please refer to the 'City of Concord Insurance Requirements'.)

23. Reservation of Rights. The City reserves the right to reject any or all quotes/bids, to waive any informalities, or to terminate the solicitation process at any time, if deemed by the City to be in the best interest of the City.

24. Equal Opportunity. Please refer to the 'Equal Opportunity Clause of Executive Order 11246' document posted on the City's Purchasing website at <http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf>.

EXHIBIT F-2 (Page 1 of 12)

SAMPLE CONTRACT

(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFP.)

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on [redacted] between the City of Concord
2 ("CITY") and [Consultant Company Name], [Consultant Corporate Status] [Consultant Street
3 Address], [Consultant City] [Consultant State] [Consultant Zip] ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on _____, 20__ and expire on
11 _____, 20__.

12 (OPTIONAL) A. **Extension of Term.** Upon mutual written agreement by the parties, the
13 term of this Agreement may be extended for _____ additional period(s) of _____ year(s) each
14 commencing upon the expiration of the initial or extended term, subject to the same terms and
15 conditions of this Agreement. CONSULTANT shall give written notice of its request for extension
16 of the term of the Agreement to the City's Authorized Representative, as identified in Section 4
17 below, at least thirty (30) days prior to expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
21 Amendment to this Agreement.

22 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
23 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
24 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
25 projects and undertakings contemplated by this Agreement.

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
27 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
28

7/26/2013

1 of 11

EXHIBIT F-2 (Page 2 of 12)
SAMPLE CONTRACT

1 _____. However, shall in no event shall the amount CITY pays CONSULTANT exceed
2 _____ dollars (\$) for the term of this Agreement. Any Amendment to
3 this Agreement that includes an increase to this compensation amount shall be made in accordance
4 with Section 5 below.

5 CONSULTANT may submit monthly statements for services rendered; all statements shall
6 include adequate documentation demonstrating work performed during the billing period. It is
7 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
8 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
9 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
10 time of payment.

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
14 by the City Council. The CITY's authorized representative is [City Authorized Rep's Name], [City
15 Authorized Rep's Title] of the City Authorized Rep's Department. The CONSULTANT's authorized
16 representative is [Consultant Authorized Rep's Name], [Consultant Authorized Rep's Title].

17 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
18 subject to approval by both parties. If additional services are requested by CITY other than as
19 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
20 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
21 of an Amendment by authorized representatives of both parties setting forth the additional scope of
22 services to be performed, the performance time schedule, and the compensation for such services.

23 **A. Amendment for Additional Compensation.** CITY's Authorized
24 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
25 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
26 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
27 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
28

EXHIBIT F-2 (Page 3 of 12)

SAMPLE CONTRACT

1 base contract amount, must be approved by City Council.

2 Consultant's failure to secure CITY's written authorization for additional compensation or
3 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
4 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

5 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
6 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
7 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
8 have any control over the manner by which the CONSULTANT performs this Agreement and shall
9 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
10 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
11 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
12 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
13 whatsoever, unless otherwise provided in this Agreement.

14 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
15 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
16 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
17 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
18 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
19 performed during non-standard business hours, such as in the evenings or on weekends.
20 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
21 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
22 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
23 all taxes, assessments and premiums under the federal Social Security Act, any applicable
24 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
25 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
26 reason of or in connection with the services to be performed by CONSULTANT.

27 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
28

EXHIBIT F-2 (Page 4 of 12)

SAMPLE CONTRACT

1 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
2 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
3 and care that is required by current, good, and sound procedures and practices. CONSULTANT
4 further agrees that the services shall be in conformance with generally accepted professional standards
5 prevailing at the time work is performed.

6 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
7 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
8 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
9 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
10 representative as the person primarily responsible for the day-to-day performance of
11 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
12 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
13 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
14 quality and timeliness of performance of the services, notwithstanding any permitted or approved
15 delegation hereunder.

16 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
17 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
18 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
19 others except CITY on extensions of this project or on any other project. Any reuse without specific
20 written verification and adoption by CONSULTANT for the specific purposes intended will be at
21 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
22 attorney's fees arising out of such unauthorized reuse.

23 CONSULTANT'S records, documents, calculations, and all other instruments of service
24 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
25 reserves the right to specify the file format that electronic document deliverables are presented to the
26 CITY.

27 [Alternative: Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings,

EXHIBIT F-2 (Page 5 of 12)

SAMPLE CONTRACT

1 descriptions and other final work products compiled by the CONSULTANT under the Agreement
2 shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person,
3 firm, corporation, or agency without the expressed written consent of the CITY. Basic survey notes
4 and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be
5 made available, upon request, to the CITY without restriction or limitations on their use.
6 CONSULTANT may retain copies of the above-described information but agrees not to disclose or
7 discuss any information gathered, discussed or generated in any way through this Agreement without
8 the written permission of CITY during the term of this Agreement, unless required by law.]

9 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
10 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
11 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
12 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
13 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
14 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
15 the part of CITY.

16 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
17 full force at all times during the term of this Agreement the following insurance:

18 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
19 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
20 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
21 injury, personal injury, and property damage.

22 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
23 liability insurance covering all vehicles used in the performance of this Agreement providing a one
24 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
25 and property damage.

26 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
27 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
28

EXHIBIT F-2 (Page 6 of 12)

SAMPLE CONTRACT

1 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
2 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
3 annual aggregate basis or a combined single limit per occurrence basis.

4 **D. Compliance with State Workers' Compensation Requirements.**

5 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
6 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
7 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
8 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
9 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
10 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
11 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

12 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
13 contain the following provisions:

14 (1) **Additional Insured.** CITY, its officers, agents, employees, and
15 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
16 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
17 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
18 or protection afforded to CITY, its officers, officials, employees, or volunteers.

19 Except for worker's compensation and professional liability insurance, the policies mentioned
20 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
21 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
22 receives any notice of cancellation or nonrenewal from its insurer.

23 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
24 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
25 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
26 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
27 with it.

EXHIBIT F-2 (Page 7 of 12)

SAMPLE CONTRACT

1 (3) **Reporting Provisions.** Any failure to comply with the reporting
2 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
3 employees, or volunteers.

4 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
5 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
6 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
7 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
8 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
9 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
10 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
11 right to require complete certified copies of all required insurance policies at any time.

12 12. **TIME OF PERFORMANCE.** The time of performance of the services under this
13 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
14 shall be strictly construed.

15 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
16 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
17 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
18 performed and reimbursable expenses incurred prior to the suspension date. During the period of
19 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
20 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

21 14. **TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
22 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
23 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
24 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
25 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
26 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
27 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
28

EXHIBIT F-2 (Page 8 of 12)

SAMPLE CONTRACT

1 for the services performed as of the effective date of the termination.

2 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,

3 CONSULTANT agrees as follows:

4 **A. Equal Employment Opportunity.** In connection with the execution of this

5 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment

6 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited

7 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or

8 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and

9 selection for training including apprenticeship.

10 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply

11 with all federal regulations relative to nondiscrimination in federally assisted programs.

12 **C. Solicitations for Subcontractors including Procurement of Materials and**

13 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by

14 CONSULTANT for work to be performed under a subcontract including procurement of materials or

15 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by

16 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to

17 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

18 **16. CONFLICT OF INTEREST.**

19 **A.** CONSULTANT covenants and represents that neither it, nor any officer or

20 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in

21 any manner with the interests of CITY or which would in any way hinder CONSULTANT's

22 performance of services under this Agreement. CONSULTANT further covenants that in the

23 performance of the Agreement, no person having any such interest shall be employed by it as an

24 officer, employee, agent or subcontractor without the express written consent of the CITY.

25 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of

26 interest, with the interests of the CITY in the performance of this Agreement.

27 **B.** CONSULTANT is not a designated employee within the meaning of the

EXHIBIT F-2 (Page 9 of 12)

SAMPLE CONTRACT

1 Political Reform Act because CONSULTANT:
2 (1) Will conduct research and arrive at conclusions with respect to its rendition
3 of information, advice, recommendation or counsel independent of the control and direction of the
4 CITY or of any CITY official, other than normal contract monitoring; and
5 (2) Possesses no authority with respect to any CITY decision beyond the
6 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)
7 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
8 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
9 licenses, including a business license with the City of Concord, and permits for the conduct of its
10 business and the performance of the services.
11 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
12 with the laws of the State of California, excluding any choice of law rules which may direct the
13 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
14 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
15 County of Contra Costa, California.
16 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
17 condition contained in the Agreement, or any default in their performance of any obligations under the
18 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
19 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
20 constitute a continuing waiver of same.
21 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
22 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
23 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
24 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
25 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
26 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
27 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
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SAMPLE CONTRACT

1 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
2 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

3 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
4 incorporated herein by reference. The Agreement contains the entire agreement and understanding
5 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
6 contemporaneous agreements, commitments, representation, writings, and discussions between
7 CONSULTANT and CITY, whether oral or written.

8 **22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO**
9 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
10 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
11 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
12 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
13 of this provision shall be void. This Agreement is not intended and shall not be construed to create
14 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
15 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
16 not have any power to bind or commit the CITY to any decision.

17 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
18 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
19 a generally recognized accounting basis and made available to CITY if and when required.

20 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
21 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
22 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
23 respectively, designate in a written notice given to the other. Notice shall be deemed received three
24 (3) days after the date of the mailing thereof or upon personal delivery.

25 To CITY:

26 {Auto-Filled}, {Auto-Filled}
27 {Auto-Filled}
28 City of Concord
1950 Parkside Drive

EXHIBIT F-2 (Page 11 of 12)

SAMPLE CONTRACT

Concord, CA 94519-2578
Phone: (925) -
Fax: (925) -

To CONSULTANT: {Auto-Filled}, {Auto-Filled}
{Auto-Filled}
{Auto-Filled}
{Auto-Filled} {Auto-Filled} {Auto-Filled}
Phone: () -
Fax: () -

25. NON-LIABILITY. No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

26. EXECUTION. Each individual or entity executing this Agreement on behalf of Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Applicant and that such execution is binding upon Applicant.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: {Auto-Filled}
Title: {Auto-Filled}
Address: {Auto-Filled} {Auto-Filled} {Auto-Filled}
Telephone: () -

By: _____
Name: Valerie J. Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

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SAMPLE CONTRACT

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City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 20

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
DURING THE CURRENT FISCAL YEAR TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
THE SUM OF \$_____. Account Code_____.

Finance Director's Signature