

CITY OF THOUSAND OAKS

Request for Proposals/Qualifications

For

**Banking Services
(General Banking, Merchant Services,
Safekeeping/Custody, Interest Bearing Accounts)**

Date of Issuance: June 27, 2014



**City of Thousand Oaks
Finance Department
2100 Thousand Oaks Blvd
Thousand Oaks, CA 91362**

City of Thousand Oaks
NOTICE
REQUEST FOR PROPOSALS
Banking Services

Notice is hereby given that sealed proposals will be received at the Finance Department, until Thursday, August 7, 2014, at 3:00 pm local time, for providing banking services in accordance with the attached RFP.

Proposals shall be delivered and addressed to:
City of Thousand Oaks
Finance Department/Jane Adelman
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Proposals shall be submitted in a sealed envelope and plainly marked on the outside of the envelope, "Banking Services", Jane Adelman, August 7, 2014, 3:00 pm. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals postmarked prior to submittal deadline, but received after the deadline will be returned unopened.

Proposers are required to register with the City prior to downloading bid documents from the website and **to be eligible to submit a proposal**. Registration information is used to notify proposers via email of addenda to procurement actions. You may view summary information about solicitations but you must be registered at this site and logged in before you can download solicitation documents: <https://www.ebidexchange.com/toaks>. When registering please use Commodity Code # 935-045. Copies of the Proposal Package may be obtained by contacting Jane Adelman at 805-449-2221, or jadelmann@toaks.org.

Proposals will not be opened publicly, and the City will endeavor to keep such confidential until a preferred service provider is recommended to the City Council. Proposals must bear original signatures and figures.

Linda D. Lawrence, City Clerk

Published: (Name of newspaper), (Date/s of publication)

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BANKING SERVICES

Section A

BACKGROUND INFORMATION/PURPOSE

City Background

The City of Thousand Oaks is located in eastern Ventura County and consists of 56 square miles. The City population is approximately 128,000. The City is a general law city operating under the Council/Manager form of government. The City Council is comprised of five members elected at large for overlapping terms, with one member serving as Mayor on an annual basis.

Primary responsibility for the financial administration of the City rests with the Finance Director/Treasurer. The Finance Director is appointed by the City Manager. The City Treasurer is appointed annually by City Council. City Council last appointed the Finance Director as City Treasurer on January 14, 2014.

The City of Thousand Oaks provides the following services to its citizens:

Municipal Services

Highways and Streets
Public Improvements
Library and Cultural
Planning and Zoning
Housing/Community Development
General Administrative Support

Public Enterprise

Water
Wastewater
Golf Course
Transportation
Solid Waste Management
Theatres

The City of Thousand Oaks is composed of more than 600 full-time and part-time employees in the following departments/offices:

City Attorney
City Clerk
City Manager
Cultural Affairs
Community Development

Finance
Human Resources
Library
Police
Public Works

The City of Thousand Oaks contracts with the County of Ventura for police services and the Ventura County Fire District for fire protection services.

The City is closed alternate Fridays.

Treasury Background

The Treasurer serves as the banker, investor, and custodian of public funds for the City. As the City's investment officer, the Treasurer oversees a \$220 million investment pool.

The City uses SunGard Public Sector Naviline for utility billing, purchasing, accounts payable, accounts receivable, cash receipts, payroll and accounting functions. SymPro Portfolio Management Software is utilized for investment management.

Purpose

Currently, the City's general banking services and merchant services are provided by Wells Fargo Bank while the City's safekeeping services are provided by Bank of New York Mellon Trust Company. Given the ongoing changes occurring within the banking industry and evolving technologies, the City has determined that a review of services offered is appropriate at this time.

The City is soliciting proposals from financial institutions that can provide a complete range of banking and financial services for its day to day operations. The City's objective is to evaluate the current market environment and establish contracts with one or more financially secure institutions that best meet the needs of the City and offer the highest quality of service at the lowest overall cost. The City wishes to create efficiencies, make improvements, and take advantage of new technologies where possible.

To facilitate the evaluation of proposals, the services are divided into four Service Groups as listed below. Financial institutions may propose to provide one or more of these services:

- Service Group 1: General Banking Services
- Service Group 2: Merchant Services
- Service Group 3: Safekeeping/Custody Services
- Service Group 4: Public Funds Interest Bearing Accounts

Respondents must meet all requirements of the particular Scope and be in compliance with all banking regulations, and all applicable federal and state laws.

With the exception of the Public Funds Interest Bearing Accounts which will be used to create a pool of qualified institutions, the City intends to enter into five (5) year contracts with five (5) optional one (1) year extensions. It is anticipated that the contract term for General Banking Services (Service Group 1) and Safekeeping/Custody Services (Service Group 3) will begin on or about January 1, 2015. The current contract for Merchant Services (Service Group 2), however, does not expire until June 2015. It is anticipated that this contract will begin on or about June 1, 2015.

BANKING SERVICES
Section A
SCOPE OF SERVICE

Service Group 1 - General Banking Services

Banking services for all accounts listed below are included in this Request for Proposal (RFP). The City currently maintains four accounts which are listed below with a brief explanation of the account:

- General Operating Account Used for general City disbursements by check, ACH, or wire; City deposits; investment settlements.
- Payroll (Zero Balance Account) (ZBA) Used to fund City's bi-weekly payroll primarily by ACH.
- Benefit Spending Account (ZBA) Used to fund employee reimbursement for flexible spending benefits.
- Thousand Oaks Redevelopment Successor Agency Receives County property tax trust fund payments and rental income from the General Account by wire transfer. Funds may be debited directly from this account by wire for investment in LAIF or transferred to the General Account for payments of recognized obligations.

The City utilizes general banking services, full account reconciliation, positive pay, lockbox, electronic transaction fraud protection, online tax payments, electronic deposit and disbursement, online wire entry, and online stop payment placement. Cleared checks are returned by Compact Disk-Read Only Memory (CD-ROM). Online reporting includes prior day transactions, intraday transactions and monthly bank statements. Compensating balances and a sweep account are utilized.

A. - Qualifications

To be considered for selection, proposing banks must meet certain minimum qualifications. Financial institution must be a Federal or State chartered banking institution as defined in California Government Code; must be a qualified depository of public funds pursuant to California Government Code Section 53648; must collateralize the City's deposits pursuant to all applicable sections of the California Government Code as well as enter into a collateralization agreement for public funds; must have at least a "satisfactory" Community Reinvestment Act (CRA) rating; must have at least a

satisfactory rating from a nationally recognized bank rating service; and must have a dedicated government services unit.

1. Provide a copy of the bank's most recent Community Reinvestment Act (CRA) rating.
2. Provide key measures of the bank's financial strength, including ratings from nationally recognized rating service(s) and bank 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 bank rating service.
3. List branch locations within the City or the closest branches to the City.
4. Provide the financial institution's current level of public funds deposits and related collateral market value? Provide a copy of a recent collateral trust statement.

B. – General Account Services

1. Provide the bank's availability schedule for the various types of deposits.
2. Describe the process for placing currency orders?
3. Describe the bank's policy on and ability to provide daylight overdraft (intra-day) protection.
4. Describe your policy on and ability to provide inter-day overdrafts. Identify how the interest rate is determined.
5. What are the payment options for Federal and State payroll tax payments? What are the delivery and transmission deadlines? Can transmissions be initiated and monitored online? Describe any associated reports.

C. – Online Reporting

The City utilizes daily cash balance and transaction reporting information for all accounts. The City requires access to prior day reporting including ledger balance and available balance. Details of credits/debits posted are required for all accounts except for the Successor Agency account. Current day reporting of electronic debits/credits and wire transfers is used. The City has approximately 15 users of the online system with various levels of authorization.

1. Describe the bank's online capabilities and security including the use of passwords, authentication, and/or encryption techniques used to protect online data.
2. Describe the bank's online information reporting system, including file export. Describe or provide a sample of the computer screens that show the information reports that the City can obtain from the system. At what time is prior day

information available for access by City staff? Are intraday reports available online? How often is intraday information updated and when?

3. Provide a report showing system down time for the past year. Include types of services that were unavailable and how it was communicated to your clients. Describe your backup procedures for times when the system is unavailable.

D. – Full Account Reconciliation

The City utilizes full account reconciliation for the operating and payroll accounts. The bank's reconciliation file is downloaded at month end to the City's accounting system (SunGard financial system). The City also accesses its bank statements online by the tenth of the following month.

1. Describe the bank's full reconciliation service. What standard monthly reports are provided? What optional reports are offered? Provide an example of a standard statement and optional reports.
2. How soon after the end of the month can the City download the monthly statements? What file formats are available?
3. Describe how the cleared check file is accessed by the City? What formats are available?

E. – Depository Services

The City deposits approximately 3,000 checks per month and about \$100,000 in currency and coin each month. The City contracts with Garda CL West, Inc. for armored transport of checks, cash and coin deposits Monday through Thursday. The City uses a TellerScan 240-75 IJ Check Scanner for remote deposit of large checks. The City needs to differentiate deposit locations for bus revenue and parking revenue.

1. Describe the bank's required preparation for cash deposits, currency, coins and checks.
2. Identify the location of the cash vault and check processing center where the City's deposits will be received and recorded.
3. Describe how the bank handles any deposit discrepancies, including checks deposited to the City by mistake. How soon will the City be notified? How will the City be notified? What supporting documents are provided for deposit adjustments?
4. What are the cut-off times for check deposits at the bank's operations center to ensure same day ledger credit?

5. The City currently uses unique identifiers on deposit slips in order to accurately account for bus revenue and parking revenue. Does the bank have a procedure to differentiate deposits?
6. Describe the bank's return procedures for non-sufficient funds (NSF) checks. Will the bank be able to fulfill the City's requirement that all returned deposit items be re-deposited at least once? How and when is the City notified of the NSF check?
7. Describe the bank's remote deposit service including necessary equipment, transfer procedures, deadlines, and document retention. Are remote deposit services processed in-house or are any or all of the functions delivered through a third party contractor?

F. – Lockbox Services

The City utilizes retail lockbox services to process water/wastewater payments made by mail. The City updates its water/wastewater accounts with a daily file received from the bank. The City does not currently utilize images. Exceptions, reports and remittance advices are sent to the City by the bank by courier on a daily basis. While the City's lockbox volume has decreased with the implementation of other electronic payment options, the City still receives approximately 7,000 checks per month through lockbox.

1. Describe the bank's retail lockbox services and reports provided.
2. Provide the location where lockbox payments are mailed and processed.
3. What are the lockbox processing deadlines? What is the schedule of availability for lockbox deposits?
4. At what time of the day is the information reported? Does the bank provide notification when the file is available?
5. Describe the lockbox file format and its compatibility with the City's SunGard system.
6. How are exception items handled?
7. Provide the bank's coupon and envelope specifications.
8. Describe the bank's imaging capabilities?

G. – Electronic Payments

The City receives approximately 6,200 utility payments each month by way of electronic payments (home banking payments). Although the City is set up to receive payments electronically, approximately 10 percent of payments initiated online are still received by check. On a daily basis, the City downloads a file provided by our bank and transfers the file into the Cash Receipts software for processing.

1. Describe your electronic payment processing services?
2. What steps are taken to validate account numbers prior to remittance?
3. What services are available to reduce the number of paper checks received?
4. At what time of the day is the remittance file made available?
5. Describe how returns and account repairs are processed?
6. What reporting capabilities are available?

H. – Paper Disbursement Services

The City issues about 700 checks per month from its three accounts. The City currently receives a CD-ROM with images of paid checks. The City places approximately three stop payments online each month and has the ability to view images of cleared checks online.

1. Do you offer truncation for paid items/checks, with images available to the City? What options are available to view images? Do you offer images on a CD-ROM? Are the images also available online? For how long? How soon after a check has been cashed is the image available?
2. What is the bank's maximum character field size for check numbers? Will your bank test magnetic ink character recognition (MICR) encoding of new checks?
3. Describe the bank's method for the placement of stop payment orders. Can the request be input online? If input online, is the confirmation immediate? How long do stop payment orders remain in effect?
4. In the case of stale dated checks, will the bank agree to not honor any checks that have been outstanding (based on the dated date of the check) for six months or more? Is there a cost to the City for reviewing and returning stale dated checks?
5. How does the bank compensate the City for checks that are cashed after a stop is placed or if stale dated, and how long does it take for the bank to reimburse the City?

I. - Positive Pay

The City issues checks twice weekly on its general operating account. Positive pay data is transmitted to the bank with each check run. Positive pay exceptions are reviewed daily by the City online. The City is notified of exceptions by email and the items are paid by default if no decision is made. The City utilizes basic positive pay

service on the general operating account and the payroll account. The City receives approximately one exception item each month.

1. Describe the bank's capabilities for positive pay and indicate what fields are currently included. Does the bank offer payee validation? Provide the bank's positive pay specifications.
2. How are exception items under positive pay reported to the City? Describe how the bank provides image viewing for exception items.
3. What is the procedure and timeline for paying or returning exception items? What is your default disposition if you do not receive a decision response by the deadline?

J. – Wires and ACH

The City utilizes electronic funds transfers for both incoming receipts and outgoing payments through the ACH. The City receives all credit card settlements and state apportionments through ACH as well as making a high percentage of its vendor payments and all payroll payments by ACH.

The City currently uses wire transfers for investment settlements including the Local Agency Investment Fund (LAIF), bond payments, county apportionments and periodic miscellaneous payments. The City sends and receives approximately five wires a month. The City has the ability to initiate wires on-line, save recurring templates, store future dated wires, and receive email notification of incoming wires.

1. Describe the bank's online wire transfer capabilities including the ability to create and store repetitive wire templates and to create future-dated wires. What is the cut-off time for initiating wire transfers to ensure same-day execution? What safeguards and security measures does the bank have in place to protect the City, especially against unauthorized wires? Are there daily limits on wire transfers?
2. Describe the types of ACH files acceptable to the bank. What are your cut-off times for delivery of the file? Does the bank have a file limitation for maximum dollar amounts or number of entries? Describe the acknowledgement the institution provides and timeline when a file transmission is received.
3. Describe the procedure for notifying the City when an outgoing ACH transmission fails. How soon will the notification occur? How soon is the City's account made whole when a transmission fails?
4. Does the City have the ability to change, add or delete an item after transmitting the ACH file to the bank? If yes, describe the procedure and cut-off times.

5. Describe the bank's security system in general and how it will guard against unauthorized ACH debits to the City's accounts. If an unauthorized ACH debit posts to the City's account, describe how the transaction would be resolved.
6. With regards to ACH and wire services, what are the bank's contingency plans in the event of a system failure? Do you have a backup process if internet/transmission lines are unavailable?
7. What is the charge per transfer to and/or from LAIF? Describe the LAIF transfer process.
8. Explain your suggestions for business resumption in the event that the City is unable to deliver a payroll ACH file to the bank in a timely manner.

K. - Sweep Services

The City currently uses sweep services in addition to compensating balances.

1. Does the bank offer an overnight sweep service for collected balances with automatic fund transfer?
2. Describe in detail the investment options available under the sweep service, including the current rate of return. Provide the Committee on Uniform Securities Identification Procedures (CUSIP) numbers and ticker symbols if applicable.
3. Is there a maximum amount you will accept in the sweep?

L. - Business Continuity

1. Describe the bank's disaster contingency plans, contacts and backup systems for continued City operations in the event of a system failure, natural disaster, and/or other emergencies. Is there a backup site? When was the institution's disaster recovery plan last updated and tested?
2. Can the bank provide emergency cash at the City's demand? And, if so, what are the limits?
3. Describe any other services that might help the City function with minimal interruption.

M. - Payment for Services/Bank Compensation

The City currently compensates for bank services through a combination of direct fees and an earnings allowance based upon the demand deposits. In addition, all ZBA accounts and other accounts are linked to the main operating account and fees are consolidated under the operating account. The City requires a monthly account analysis statement with a summary page for all accounts.

1. Does the bank accept compensation in fees, collected balances or a combination of the two? Is the price schedule the same either way?
2. If collected balances are accepted as compensation for fees, provide the complete formula for calculating the earnings credit. Is the bank's earnings credit rate based on an index? List your actual earnings credit rate for each of the last 12 months. Can excess earnings credit be carried over and if so, what is the maximum amount allowed for carryover?
3. Are institution service codes and Association for Financial Professionals service codes included on the account analysis statement? Can the statement be delivered electronically each month? Can the statement be accessed online? What formats are available? How quickly is the statement available?
4. Can the bank invoice the City for analysis statement fees? Can the bank debit the City's account for analysis statement fees?
5. Provide a sample of the bank's account analysis statement as an exhibit.
6. Will the financial institution guarantee the prices in this proposal for the next five years? If not, how will future price increases be calculated?

N. - Conversion Process and Training

In the event that your bank is selected, key bank staff assigned to the City will be required to participate in an on-site review of the City and its existing banking practices. The bank will be expected to make a written report to the City of its findings and recommendations and develop a conversion plan based on the review.

1. How long does a typical conversion take? What factors may alter that time period?
2. Provide a sample conversion timetable/schedule.
3. Will training be on-site, online, or will our staff need to attend training at your facilities? If off-site training is required, where are the training facilities located?
4. Will the conversion be at no cost to the City? Will the bank provide a conversion allowance to the City and if so, how much of an allowance?
5. Will the bank take the lead and responsibility for conversion progress, with weekly updates of progress to staff?
6. Do you provide written user manuals for all services? How often are manuals updated? Are user manuals also available online?
7. Do you provide on-going training after implementation? Is the training on-site, off-site, or online?

O. - Additional Information and Questions

1. What differentiates your products and services from other banks? Why should the City select your bank?
2. Describe your electronic payables solution and all associated fees.

Service Group 2 - Merchant Services

The City is requesting proposals from qualified financial institutions to provide merchant services. The City accepts Visa and MasterCard payments by phone, in person at three locations and through an interactive voice response system (IVR). The IVR only accepts utility (water/wastewater) payments. Debit cards are processed as credit cards. The City's library recently implemented Smart Money Manager, a point of sale system for libraries. While the City does accept payments through the internet, the processing of these payments is not included in this RFP nor is any credit card payment processed through the City's theater box office or the police department. The City does not have a convenience fee.

The City currently has seven merchant numbers: two for City Hall, one for the IVR and four for its libraries (the library system, self check at each library and internet payments). The City adds and deletes merchant numbers as needed.

Cumulatively, the City expects to process approximately \$4.6 million annually in bankcard sales with 36,000 transactions and an average transaction amount of \$130. The City estimates fewer than ten chargebacks a year, representing less than a 0.01% of sales.

Location	Estimated Annual Sales
IVR	\$3,000,000
City Hall	\$1,500,000
Libraries	\$100,000
Library (Online)	\$15,000

The City currently owns First Data FD100Ti, Hypercom T4205, and Hypercom T7 processors.

A. Qualifications

Financial institution must be financially stable and Payment Card Industry (PCI) Data Security Standard compliant.

1. Provide key measures for the financial institution's strength, including ratings from nationally recognized ratings services. Include one copy of the institution's most recent audited financial statement.
2. Provide proof of compliance with PCI-DSS.

B. General Information

1. Provide the financial institution's headquarters and indicate the location of the office servicing California accounts.

2. Detail the institution's annual credit card processing volume for the last three years and the relative ranking among other processors.
3. Does the financial institution use a third party for any segment of customer service or card processing services? If yes, please explain.
4. How do the financial institution and staff stay current and competitive in merchant services?
5. What new services or features has the financial institution implemented in the past two years?
6. Describe the financial institution's disaster contingency plans and backup systems for continued City operations in the event of a system failure, natural disaster, and/or other emergency. Is there a backup site? When was the financial institution's disaster recovery plan last updated and tested?

C. – Card Acceptance

1. Describe the steps involved for acceptance of credit cards.
2. What are the hardware and software requirements? Is replacement or reprogramming necessary for the City's existing equipment? Detail and discuss costs.
3. What authorization gateway options do you support? Which do you recommend? List and describe alternatives.

D. –Settlement Processing

1. Describe the settlement process for the City with terminal based and virtual systems.
2. Discuss clearing time between credit card settlement and deposit to the City's operating account. How are funds transferred?
3. Describe the platforms that the financial institution uses. Are the platforms proprietary or are they commonly used by other financial institutions?
4. Are settlements deposited separately by merchant number or will amounts appear as one daily total?
5. Are settlements made on the gross amount or net of fees?
6. Will Saturday and Sunday activity be combined into Monday activity?
7. Explain the financial institution's online reporting process. Provide a list of available reports and provide samples of management reports. Are reports

available electronically? How are they delivered? What file formats are available.

8. Describe how the financial institution handles retrieval and charge-back requests. What are the retrieval compliance timeframes? How will the City be informed a charge-back has been posted? Do you provide email notification?

E. – Implementation Process

1. Outline the schedule for implementation to include all merchant accounts and any necessary equipment changes.
2. Describe new customer training and account set-up.

F. – Security

1. How are PCI compliance requirements monitored and incorporated into the institution's processes?
2. Does the financial institution monitor PCI compliance of its merchants?
3. How will PCI issues be communicated to the City?
4. What training will be made available to the City?
5. Describe the security measures used to prevent unauthorized user access to either the system or the data?

G. - Payment for Services

The City's current financial institution debits the City's account for merchant services fees on a monthly basis.

1. Can the financial institution invoice the City for merchant services? Can the financial institution debit City's operating account for merchant services? Can the invoice be delivered electronically? Can the invoice be accessed online? How quickly is the invoice available? How often will the City be invoiced?
2. Provide a copy of a sample invoice as an exhibit.

H - Additional Information and Questions

1. What differentiates your product and service from other financial institutions? Why should the City select your financial institution?
2. Are any changes to the existing processes recommended to reduce fees and/or improve productivity?
3. Describe the institution's ability to implement convenience fee programs.

Service Group 3 - Safekeeping/Custody Services

Safekeeping/Custody

The City has a \$220 million portfolio with approximately \$100 million in 50 negotiable security holdings. Assets are fixed-income investments, primarily U.S. treasuries, U.S. agencies, and municipal bonds. Over time, the City may purchase other investments authorized by Government Code 53601. The City uses a custodian bank as safekeeping agent. All negotiable security purchases settle on a delivery versus payment (DVP) basis. The custodian bank has no responsibility for investing or reinvesting these monies. On average, the City settles one to two investments per month purchased from one of six approved brokers and has one to two maturities per month.

A. - Qualifications

To be considered for selection, proposing banks must meet certain minimum qualifications. Financial institutions must be a qualified institution pursuant to California Government Code Section 53608 and have provided safekeeping services for a minimum of ten years.

1. What is the financial institution's overall rating with the Community Reinvestment Act (CRA)? Provide a copy of the most recent rating.
2. Provide key measures of the bank's financial strength, including ratings from nationally recognized rating service(s) and bank rating service(s). Include one copy of the bank's most recent audited financial statement.

B. - Required Services

The City requires a safekeeping account in a bank's trust department for the securities owned by the City. The City requires its custodian to be thoroughly familiar with the public sector and the investment of public funds. The custodian settles security trades per instructions received from the Finance Director. The custodian collects coupons and income on securities and electronically transfers maturities, income, and interest to the City's operating account on a daily basis.

1. Describe the bank's investment safekeeping operations. Is this function performed by a separate trust entity within the bank? Describe or give an example of the standard reporting package. Are reports available on line?
2. What information does the bank require from the City when a purchase is made? How does this information need to be transmitted to the bank? Provide a timetable for notification of purchases.
3. How does the bank confirm settlement of purchases, interest payments and maturities for the day? Is online reporting of portfolio activity and holdings available on a real-time or next day basis?

4. Describe the policies regarding a failed settlement.
5. What is the current balance of investments held in safekeeping by the custody division?
6. Provide an implementation schedule for the conversion from the City's existing custodian.
7. Does your bank mark the investments to market on a monthly basis?
8. How soon after month end are monthly statements available? Are statements available online?
9. What type of online reporting system does the bank offer? What information is available? Is information available on a real time basis?

C. - Disaster Contingency

1. Describe the bank's disaster contingency plans, contacts and backup systems for continued City operations in the event of a system failure, natural disaster, and/or other emergencies. Is there a backup site?
2. When was the financial institution's disaster recovery plan last updated and tested?

Service Group 4 - Public Funds Interest Bearing Accounts

The City invests approximately \$100 million in collateralized certificates of deposit and interest bearing accounts. The City uses a list of eight approved financial institutions to obtain bids on certificates of deposit in the one to three year range and/or liquid savings accounts. The City is looking to expand this list and may select one or several financial institutions to be added to this list. The City Treasurer is a signatory on all interest bearing accounts along with his designee(s), usually a Deputy Finance Director(s).

An agreement for professional services in the form of Section E is **not required** for Service Group 4.

A. - Qualifications

To be considered for selection, proposing banks must meet certain minimum qualifications. Financial institutions must be a state or national bank as defined in California Government Code, insured by the Federal Deposit Insurance Corporation (FDIC), a qualified depository of public funds as defined in the California Government Code, in compliance the California Government Code in regards to serving the credit need of California communities and maintain a satisfactory rating from a national bank rating service.

1. What is the bank's overall rating with the Community Reinvestment Act (CRA)? Provide a copy of the most recent rating.
2. Provide key measures of the bank's financial strength, including ratings from nationally recognized rating service(s) and bank rating service(s). Include one copy of the bank's most recent audited financial statement.
3. Is the bank a member of the Federal Reserve System?
4. Does the bank have a dedicated government services unit?
5. What is your institution's current level of public funds deposits and related collateral market value? Provide a copy of a recent collateral trust statement.

B. – Procedures

The City deposits to and withdraws from the accounts by wire transfer. All wires to and from the accounts will be made to and from the City's general operating account. The Treasurer will authorize the bank to release information to City staff responsible for monitoring the accounts. Interest may be paid by ACH or by check.

1. What public funds certificate of deposit terms are offered by the bank? What money market or savings accounts are offered by the bank?
2. Will your institution accept wires to open and/or deposit to collateralized interest bearing accounts and certificates of deposit. Are funds wired directly to the account or to a general ledger account?
3. Will you release account information to staff other than the account signers as authorized by the City Treasurer?
4. What are the interest payment options for savings and money market accounts? What are interest payment options for certificates of deposit? Include frequency, interest basis and payment method.
5. What type of documentation is required to open the first account? What is required to open additional accounts? Describe what type of personal information is required from City staff when they are selected as authorized signatories in light of the Patriot Act, if any.
6. What type of documentation is required to close a certificate of deposit or withdraw from a savings/money market account?

BANKING SERVICES
Section B
INSTRUCTION TO PROPOSERS

PROPOSAL REQUIREMENTS

Each financial institution (Proposer) submitting a proposal shall meet all of the terms and conditions specified in this Request for Proposal/Qualifications (RFP/Q). By its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of the RFP/Q.

Each proposal must contain the following:

- A. Table of Contents – Outline in sequential order the major areas of the proposal.
- B. Introduction and Cover Letter – Provide a cover letter describing your interest in this RFP/Q, including the name, address, phone number and email address of the contract person.
- C. Explanation of how Proposer will perform the work and response to questions in the Scope of Services.

Proposer must describe in detail how the requirements of this RFP/Q will be met, and may provide additional related information with the proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Service, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP/Q instructions and responding to the RFP/Q requirements.

If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this RFP/Q, may be rejected.

- D. Services and data to be provided by City of Thousand Oaks.

E. Proposer's Background.

Each Proposer shall be skilled and regularly engaged in the general class or type of work called for in this RFP/Q. The Proposer's experience shall be set forth and submitted, as follows:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Name, address, email address, and telephone number of the Proposer's point of contact for this project.
3. Provide an organization chart and list of key personnel dedicated to the relationship, including name, position and location. Provide a description of their experience and qualifications.
4. Describe the financial institution's experience in providing the requested services to the public sector including length of time.

F. Negative History.

Proposer must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable within the last 5 years.

If there is no information to disclose then, Proposer must affirmatively state there is no negative history.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

G. Client References.

Proposer shall provide a minimum of three references from California public sector entities for which the proposer has provided similar services within the last three years. Information provided shall include:

1. Client name, contact, address, telephone number, and email address.
2. Type of service provided to client.
3. Start and end dates of service.
4. Staff assigned to that project.

H. Compensation.

This section should include the cost for requested products and services outlined in the Scope of Service for the specific Service Group(s):

Service Group 1 - General Banking Services: Pricing must specifically itemize fees for service utilizing the Pricing Matrix in Section D (Required Forms).

Service Group 2 - Merchant Services: Provide Interchange and Assessment plus Pass Through pricing with breakdown of all fees charged by the proposer, including but not limited to discount rate, conversion costs, charge-back, authorizations, statements, early termination and PCI compliance.

The City recognizes that proposers do not control interchange and assessment pricing. Proposers should quote only those prices they control and confirm that it will pass assessments through to the City at true cost.

Service Group 3 - Safekeeping/Custody Service: Provide a detailed fee structure including all charges.

Service Group 4 - Public Funds Deposits: Provide a list of fees, if any, associated with the deposit of funds in collateralized interest bearing accounts.

- I. Proposal Exceptions: Provide any exceptions or requested changes that the Proposer has to the City's RFP/Q conditions, requirements, and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Section E – Form of Agreement.
- J. Any other information which would assist City in making this contract award decision. Information may include any information that the bank believes appropriate such as the bank's philosophy regarding its relationship with governmental accounts and/or the bank's involvement in the local community
- K. Documents to Be Returned with Proposal. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. See Section D - Required Forms.

Standard Terms Applicable to All Proposals

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

Addenda Acknowledgment. Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

Authorized Signatures. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Proposal Retention. City reserves the right to retain all proposals for a period of ninety (90) days for examination and comparison.

Business Tax. The selected Proposer must have a valid City of Thousand Oaks Business Tax Certificate prior to execution of the contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 449-2201.

Cancellation of Solicitation. The City of Thousand Oaks may cancel this solicitation at any time.

Compliance with Laws. All proposals shall comply with current federal, state, and other laws relative thereto.

RFP/Q Documents, Examination of. It is the responsibility of the Proposer to carefully and thoroughly examine the documents contained in this RFP/Q. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision or equipment necessary to perform the work as specified by this RFP/Q. The failure or neglect of the Proposer to examine the RFP/Q Documents shall in no way relieve him from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP/Q and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Cost of Proposal. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP/Q, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

Definition of Terms. For the purposes of this RFP/Q, the following definitions apply:

- a. **City of Thousand Oaks and City.** City of Thousand Oaks and City are used interchangeably and are synonymous with one another.
- b. **Contractor.** Same as Successful Proposer.
- c. **Review Committee.** An independent committee established by the City to review, evaluate, and score the proposals, and to recommend award of the proposal determined by the committee to be in the best interest of the City.
- d. **May/Should.** Indicates something that is not mandatory. Failure to do what "may" or "should" be done will not result in rejection of your proposal.
- e. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award.
- f. **Proposer.** The person or firm making the offer.
- g. **Proposal.** The offer presented by the Proposer.
- h. **RFP/Q.** Acronym for Request for Proposals / Request for Qualifications.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Thousand Oaks may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

Documents to be Returned with Proposal. Failure to completely execute and submit the required documents before Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal deadline are listed on the form entitled "Proposal Documents to be Returned" and attached hereto.

Execution of Agreement. **The Successful Proposer of Service Groups 1 - 3 will be required to execute an agreement in the form attached hereto in Section E of this RFP/Q and comply with all requirements of said Agreement (Agreement is not required for Service Group 4 Public Funds Interest Bearing Accounts).** In case of failure of the Successful Proposer to execute and return the contract and all required documents within the time allowed, the City may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond, if one was required, shall be forfeited by the Proposer and become the property of the City.

Conflict of Interest. Proposer covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Thousand Oaks.

Questions and Comments. Questions and comments regarding this solicitation must be submitted in writing, either by facsimile or email to Jane Adelman at (805) 449-2250 or jadelmann@toaks.org by July 17, 2014. Any response will be in a form of an addendum and will be sent by July 24, 2014, to all parties registered with the City pursuant to the Registration Section set out below. All such addenda shall become a part of the RFP/Q. Any prospective Proposer who obtained the RFP/Q from anyone other than the City is responsible for registering with the City to receive subsequent Addenda.

Submittal. One original and (6) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "ORIGINAL" and all required identical copies. If discrepancies are found between the copies, or between the original and copy or copies, the ORIGINAL will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

Proposal Deadline. Proposals shall be submitted in a sealed envelope and plainly marked on the outside of the envelope, "Banking Services", Service Group (1, 2, 3 and/or 4), Jane Adelman, Proposer's Name, and Submittal Deadline Date. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals postmarked prior to submittal deadline, but received after the deadline will be returned unopened. The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City.

Registration. **Proposers are required to register** with the City prior to downloading documents from the website and **to be eligible to submit a proposal.** This information is used to notify Proposers via email of addenda to procurement actions. You may view summary information about solicitations but you must be registered at this site and logged in before you can download solicitation documents:
<https://www.ebidexchange.com/toaks>.

Proposer when registering you must use the following commodity code: **935-045**. Those needing assistance registering at the website may contact Irina Savulescu,

Senior Purchasing Specialist, (805) 449-2226; Fax (805) 449-2250; email: isavulescu@toaks.org; or Allison Fochler, Associate Analyst, (805) 449-2239; email: afochler@toaks.org.

Solicitations may be downloaded by vendors who have registered online at the City's Purchasing website; proposals may not be submitted online.

A Proposer who fails to register with the City as outlined above may be deemed non-responsive and not be considered for award.

Proposal Modifications. Any Proposer who wishes to make modifications to a proposal already received by the City must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

Proposal Withdrawal. A Proposer may withdraw proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to Jane Adelman to withdraw, in which event the proposal will be returned to the Proposer unopened.

Proprietary Information. The original copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

BANKING SERVICES
Section C
PROPOSAL REVIEW PROCESS

PROPOSAL REVIEW AND AWARD SCHEDULE

The following is an outline of the anticipated schedule for proposal review and contract award:

Issued RFP/Q	06/27/2014
Written questions due from Proposers	07/17/2014
Distribution of answers to questions	07/24/2014
Proposals submittal deadline	08/07/2014
Complete proposal evaluation	August 2014
Conduct finalist interviews	September 2014
Contract negotiations	September 2014
City Council meeting/Award Contract	October 2014

Proposal Opening/Rejection/Waiver

All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFP/Q document. This is not a public opening. A tally of the names will be performed and may be released upon request. **No other information will be released.**

The City of Thousand Oaks reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.

City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City of Thousand Oaks.

PROPOSAL REVIEW PROCESS AND AWARD OF CONTRACT

Proposals will be evaluated by a review committee of City staff using a two-stage selection process described below.

The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The criteria, however, are not listed in any order of preference. Weight factors and evaluation scores will not be released. The City is not obligated to accept the lowest proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Phase 1 – Written Proposal Review/Finalist Candidates Selection.

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

A group of finalist candidates may be selected for follow-up interviews and presentations.

The Evaluation Criteria are as follows:

- a. RFP Completeness and Quality: Completeness of the proposal. Requirements, conditions and instructions are met as set forth in the RFP for each Service Group.
- b. Ability to Provide Required Services: Understanding the service needs and requirements of the City as set forth in the Scope of Service and the ability to provide these services in an efficient and effective manner. Evaluation also includes on-going support structure.
- c. Proposers Experience and Financial Strength: Proposer's experience, including the Proposer's stability, resources, qualifications, and relevant experience and/or record of past performance in implementing and delivering such services to local governments with similar operations located within the State of California.
- d. Technology: Quality of Proposer's technology solutions for processing and reporting, including ease of navigation, seamless integration of multiple systems interfaces, timeliness and system stability.
- e. Proposed Fees for Services: Proposed fees, which in the judgment of the City, which will provide the most comprehensive service at the most reasonable cost.
- f. Conversion Plan: The thoroughness of the conversion plan to ensure a smooth and timely transition.
- g. Other Criteria: Other criteria as deemed necessary by the evaluation committee including but not limited to service enhancements.

The Review committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

Phase 2 - Oral Presentations/Interviews and Consultant Selection

Finalist candidates will be invited to make a presentation to the Review Committee and answer questions about their proposal. The purpose of this second phase is two-fold: to present the project and to clarify and resolve any outstanding questions or issues about the proposal.

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the work as determined by City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase; and proposed compensation.

The City reserves the right to award a single contract or multiple contracts by Service Group listed in the Scope of Service.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City in its sole discretion may negotiate a contract with another Proposer or withdraw the RFP/Q.

BANKING SERVICES
Section D
REQUIRED FORMS

PROPOSAL FORMS TO BE RETURNED

The following forms are included with the RFP and must be submitted with the proposal document on or before the Submittal Deadline.

- A. Non-Collusion Affidavit
- B. Pricing Matrix – Service Group 1 (General Banking Services)

Failure to complete, sign, and return the above proposal form with your proposal may render it non-responsive.

**NON-COLLUSION AFFIDAVIT FORM
BANKING SERVICES
TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

I, _____, hereby declare as follows:

I am _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature _____

By Name _____

Title _____

Organization _____

Address _____

**PRICING MATRIX
ONLY REQUIRED FOR
SERVICE GROUP – 1 GENERAL BANKING SERVICES**

If the bank does not or cannot provide a specific requested service, please indicate "no proposal" and, if appropriate, recommend an alternate service. If your firm does not charge for a particular service, please indicate "no charge." If your firm has additional costs or sub-categories associated with the requested service, add those line items and estimate volume for these consistent with the volumes already provided. Volumes indicated represented estimated annual activity.

Where there is a discrepancy between item unit price and extended total, the unit price will govern.

Service Description	Estimated Annual Volume	Unit Price	Estimated Annual Cost
General Account Services			
Quarterly Tax Statement	4		
Online Tax Payment	54		
Online Tax Subscription	12		
Zero Balance Master Account Maintenance	12		
Zero Balance Monthly Base	24		
Account Maintenance w/o Returned Checks	12		
Bank Confirmation Audit Request	3		
Debits Posted (per item charge for debits other than checks)	964		
Credits Posted (per item charge for non-electronic credits)	952		
FDIC Assessment	51,430		
Other – Specify			
Other – Specify			
Other – Specify			
Total General Services			
Lockbox Services			
Monthly Maintenance	12		
Retail Lockbox Transmission Item	82,474		
Retail Lockbox Incoming Overnight Mail	8		
Retail Lockbox Monthly Base	12		
Retail Lockbox Item Processed	75,270		
Retail Lockbox Partial Payment	3,337		
Retail Lockbox Multiple Payment	3,867		
Retail Lockbox Unprocessable Item	1,916		
Retail Lockbox Cash Payment	4		
Retail Lockbox Custom Report	250		
Retail Lockbox Data Capture	17,094		
Retail Lockbox Courier Outgoing	250		
Retail Lockbox Transmission Monthly Base	12		
Retail Lockbox Post Office Box Rental	1		
Other – Specify			
Other – Specify			
Other – Specify			
Total Lockbox Services			
Depository Services			

Service Description	Estimated Annual Volume	Unit Price	Estimated Annual Cost
Desktop Deposit Credit Posted (per deposit)	30		
Cash Vault Monthly Base (per location)	24		
Vault Deposited Coin - Rolled	102		
Cash Vault Coin Deposit Subject to Count	25		
Cash Vault Coin Deposit – Partial/Mix Bag	88		
Cash Vault Deposit Adjustment	2		
Cash Vault Currency/Coin Deposited	1,199,133		
Cash Vault Adjustment Advice US Mail	3		
Deposited Checks - On Us	6,124		
Deposited Checks – Non On Us	26,636		
Desktop Deposit – On Us	353		
Desktop Deposit – Non On Us	1,414		
Retail Lockbox Deposited Checks – On Us	17,391		
Retail Lockbox Deposited Checks – Non On Us	62,565		
Cash Dep/\$1 Ver at Teller Window	253,837		
Cash Vault Bag Deposit Processing	306		
Change Order Charge – Branch/Store	16		
Currency Ordered / \$1 – Branch/Store	5,765		
Returned Item – Chargeback	132		
Online Return Item Retrieval – Image	164		
Online Return Item Service Monthly Base	12		
Return Item Special Instructions	132		
Return Item Special Instruction Monthly Base	12		
Return Item Redeposited	178		
Other – Specify			
Other – Specify			
Other – Specify			
Total Depository Services			
Paper Disbursement Services			
Positive Pay Exception – Online Image	16		
Full Recon Checks Paid	9,298		
Non Full Recon Checks Paid	433		
Positive Pay Exception Checks Returned	1		
Stop Payment – Online	41		
Online Image View < 90 Days – Item	41		
Online Image View > 90 Days – Item	2		
Positive Pay Monthly Base	24		
Paid Check Monthly Base	12		
Paid Check Images per CD	12		
Online Check Search	265		
Online Paid Check per Item	9,964		
Other – Specify			
Other – Specify			
Other – Specify			
Total Paper Disbursement Services			
Paper Disbursement Recon Services			
Full Recon Monthly Base	24		
Full Recon per Item	9,436		
Full Recon Output – Transmission	24		
Full Recon Optional Reports	168		
Full Recon Aged Issue Records	562		
Other – Specify			

Service Description	Estimated Annual Volume	Unit Price	Estimated Annual Cost
Other – Specify			
Other – Specify			
Total Paper Disbursement Recon Services			
General ACH Services			
ACH Online Subscription – Account	24		
ACH Online Subscription – Item	1,786		
Electronic Credits Posted	5,132		
ACH Monthly Base	48		
ACH One Day Item	3,550		
ACH Two Day Item	33,980		
ACH Originated Addenda Received	140		
ACH Received Item	1,336		
ACH Return Item – Fax Advice	64		
ACH Transmission Charge	204		
ACH Delete – Item	1		
ACH Online Fraud Filter Stop Monthly Base	36		
ACH Online Fraud Filter Review Monthly Base	12		
ACH Online Fraud Filter Review – Item	3		
ACH Notice of Correction – Fax Advice	94		
Other – Specify			
Other – Specify			
Other – Specify			
Total General ACH Services			
Electronic Data Interchange			
Electronic Receivables Transmission Charge	251		
Electronic Receivables Received Addenda	537		
Electronic Receivables Monthly Base	12		
Bill Pay On Us Items	15,224		
Electronic Consumer Collection Payment	58,505		
Electronic Consumer Collection Return	0		
Receivables Manager per Item – ACH	2,289		
Other – Specify			
Other – Specify			
Other – Specify			
Total Electronic Payment Services			
Wire & Other Funds Transfer Service			
Wire Detail Report Subscription – Account	12		
Wire Detail Report Subscription – Item	189		
Online Wire Domestic Incoming	163		
Online Wire Domestic Outgoing	133		
Other – Specify			
Other – Specify			
Other – Specify			
Total Wire & Other Transfer Service			
Information Services			
Online Previous Day Subscription	36		
Online Previous Day Subscription Detail - Item	17,689		
Online Intra Day Subscription Monthly Base	12		
Online Intra Day Subscription Detail – Item	2,500		
Event Messaging Service – Email	59		
Extended Storage of Online Detail (30 days)	8,453		
Total Information Services			

Service Description	Estimated Annual Volume	Unit Price	Estimated Annual Cost
Investment Services			
Sweep Mutual Fund Monthly Base	12		
Online Additional Sweep Reporting	12		
Sweep Mutual Fund Electronic Statement	12		
Other – Specify			
Other – Specify			
Other – Specify			
Total Investment Services			
Other Monthly Fees			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total Other Monthly Fees			
Total Estimated Charges			

BANKING SERVICES

Section E

FORM OF AGREEMENT FOR SERVICE GROUPS 1 – 3

Project Name: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
(Insert Name of CONSULTANT or CONTRACTOR)**

THIS AGREEMENT is made and entered into this day day of Month, 20 , by and between the **CITY OF THOUSAND OAKS**, a municipal corporation (herein referred to as "City"), and , (herein referred to as "Consultant").

City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with . Services shall generally include , as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. Consultant shall deliver to City the deliverables defined in Exhibit "A":

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. Except for authorized extra services (pursuant to Section 4), the total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until , after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

4. EXTRA SERVICES

City shall pay Consultant for those City authorized extra services, not reasonably included within the services described in Section 2, such amounts as mutually agreed to in advance. Unless City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is .

City shall perform the services defined in Exhibit "A" <or> as follows:

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to _____, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within _____ calendar days following the notice to proceed <or> according to the following schedule: .

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This Agreement is for professional services which are personal to City. is deemed to be specially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. The following portions of the work will be subcontracted out to other parties by Consultant:

This Agreement is not assignable by Consultant without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.

10. INSURANCE

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: (1) as determined by City, Professional Errors and Omissions insurance in the amount of \$2,000,000, with tail coverage for an extended reporting period of 3 years; and (2) General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Except under its Professional Errors and Omissions policy, City, its elected officials, officers and employees, shall be named as additional insured. Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

13. TERMINATION BY CITY

City, by notifying Consultant in writing, may upon _____ calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement

by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

21. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in

connection with the performance of services under this Agreement.

26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

27. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention:
Finance Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

TO CONSULTANT:

In concurrence and witness whereof, this Agreement has been executed by

the parties effective on the date and year first above written.

CONSULTANT

By:
Title:

By:
Title:

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO ADMINISTRATION:

Scott Mitnick, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

By: Name, Title (of Assigned Attorney)