

Request for Proposal (RFP) for:

Banking Services



Job No. 53-15-FA

**City of Kirkland
Department of Finance and Administration
123 Fifth Avenue
Kirkland, WA 98033**



City of Kirkland REQUEST FOR PROPOSAL

1. PURPOSE OF REQUEST

The City of Kirkland ("City") is requesting proposals for its primary banking services. The City's needs are outlined in the following Request for Proposal ("RFP").

2. BID PROCESS

The City will attempt to follow this timetable, which should result in the implementation of a banking services agreement by January 1, 2016.

Issue RFP	June 29, 2015
Pre-Proposal Conference	July 15, 2015
Deadline for Questions	July 21, 2015
Q&A Document Released	July 23, 2015
Deadline for Submittal of Proposals - 4:00 p.m.	August 12, 2015
Interview with Selected Firms	August 26-27, 2015
Preliminary Selection of Firm	September 9, 2015
Recommendation to City Council	October 6, 2015
Implementation of Agreement	January 1, 2016

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

3. INSTRUCTIONS TO PROPOSERS

- A. All questions should be submitted in writing to:
Michael Olson, Director of Finance and Administration
City of Kirkland
123 5th Avenue
Kirkland, WA 98033
(425) 587-3146
molson@kirklandwa.gov
- B. Proposals are due in the office of the City's Purchasing Agent no later than **4:00 pm Pacific time on August 12, 2015.**

Proposals may be submitted as an email attachment in MS Word or PDF format to bscott@kirklandwa.gov. (Do not submit proposals as a Zip file.)

As an alternate to email, sealed proposals may be mailed or delivered to:

City of Kirkland
Attn: Purchasing Agent, Job #53-15-FA
123 5th Avenue
Kirkland, WA 98033

Late proposals will not be considered for award of contract.

- C. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required. Emphasis should be on completeness and clarity of content. Use recycled paper for responses and any printed or photocopied material created pursuant to a contract with the City whenever practicable. Use both sides of the paper for any submittal to the City whenever practicable.
- D. All proposals must include the following:
 1. Responses to Banking Services Questions/Statements in section 7.
 2. Statement of Financial Institution Qualifications found in section 8, signed and notarized.
 3. Non-Collusion Affidavit Certificate found in section 9, signed and notarized.
 4. A detailed schedule of costs by specified task using the Bid Sheet forms in Attachments A and B. Volumes indicated on the Bid Sheets are estimates and actual quantities may vary. Costs not included on the Bid Sheets, but which the financial institution proposes to charge, must be individually itemized and thoroughly explained. Bid Sheets must be executed by an official of the firm in a position to commit the institution to provide the services in accordance with these terms and conditions.

4. SCOPE OF SERVICES

GENERAL INFORMATION

The City of Kirkland is soliciting proposals for a primary banking relationship with a financial institution which operates an office within the city limits. The City will be contracting for the following general services for a four year period beginning January 1, 2016 and ending December 31, 2019. At the City's option, 2 two year extensions will be permitted with the same terms and conditions of the original contract or as amended.

The bank must be an approved Public Depository as qualified by the Washington State Public Deposit Protection Commission.

The following is a listing of mandatory services the City requires of its financial institution:

- ACH Debit Services, including blocks and filters
- ACH reporting
- Banking Supplies
- Check 21 deposit services
- Checking Accounts
- Credit/Debit Card Services
- Data Equipment Compatibility
- Direct Deposit for Payroll
- Excellent customer service & response
- Night Depository Services
- On-line balance reporting
- On-line Image Retrieval

- On-line Stop-pays
- On-line wire transfers
- Overnight sweep account
- Positive Pay on Checking accounts
- Trust & Escrow Agent Services
- Interfaces to Financial Systems
- Intuitive Web or Client Reporting tool for Bank Transactions
- Data Export capabilities for Bank Transactions including Excel and Fixed-length (FLAT) files

Kirkland utilizes a check system, as opposed to warrants. The City anticipates that proposed banking services will be compensated either by the credit earned on average collected balances or CD, or a fee for service basis, but is also willing to consider other options.

The following is a list of optional services the City may require:

- E-Payments
- Web Based Payment System
- Purchasing Cards

SERVICES REQUIRED

Checking Accounts: The City currently utilizes three checking accounts: 1) the primary checking account, which includes accounts payable & payroll check processing; 2) an account for online utility payments; and 3) a municipal court account into which violation fees, fines and bail money is deposited. The institution will furnish the City with additional checking accounts as needed. Currently, courier services deliver deposits to the institution's branch once each workday, for processing and credit to the City's account that day. NSF checks must be processed twice before being returned to the City. The basic checking account services should at least consist of:

- a. Provide month-end statements online by the 5th day of the following month and provide statements to various auditors upon request;
- b. Provide electronic check image retrieval online including necessary software;
- c. Provide individual and consolidated monthly account analysis for all accounts online by the 5th day of the following month;
- d. Provide an on-line wire transfer system for transferring money to other institutions, along with appropriate security levels for wire transfer initiations and approvals;
- e. Provide an on-line computer balance reporting system, with information on collected, available and closing balances, as well as a detail of total debits and credits posted to the account for the previous day, by 7:00 a.m. each business day;
- f. Provide an on-line reporting system that shows current day ACH credits and debits, by 7:00 a.m. each business day. Currently the City receives property tax distributions daily through the ACH system and needs the current day information every morning to assist in making investment decisions;
- g. Provide deposit reporting by location via an auxiliary MICR field or other means;
- h. Provide Positive Pay feature with exception reporting/return of unknown items;
- i. Provide for on-line stop-pay look-up and notification;
- j. Provide support in answering questions, troubleshooting problems and resolving issues in a prompt manner;
- k. Provide means to inquire about canceled checks and stop payment on checks upon

proper authorization.

ACH Debit Services: The City processes a direct debit batch 5 times per month for the payment of both residential and commercial utility bills. As noted below, the City also processes direct deposits of payroll twice a month. Other miscellaneous ACH transactions such as debt service, retirement fund transfers and federal tax payments flow through the account each month.

Credit/Debit Card Services: The Financial institution will provide the City with the ability to accept payment through the use of credit/debit cards. The City currently accepts MasterCard and Visa credit cards for most City services in person, on-line and at parking pay stations for collection of recreation, cemetery, parking, business licenses, utility bills, permit fees and other services. This may expand for other types of collections as well. The City currently has approximately eleven locations that accept credit cards, with the possibility of more locations in the future. The City will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of each month as part of the activity charges. Annual Merchant Account volumes for 2014 are listed below. Your financial institution's fees for this service must be detailed in Attachment B.

Merchant Account	Service	Total Annual Sales	Total Annual Transactions	Average Sale
Utilities Counter	Utility Bills	\$ 353,544.21	1,219	\$ 290.03
Cemetery - Licensing	Business Licenses	\$ 306,459.43	1,253	\$ 244.58
Parking Park Ln Mn	Parking Pay Stations	\$ 98,981.36	39,829	\$ 2.49
E-Permits	Permits on line	\$ 2,632,906.93	3,381	\$ 778.74
Parks & Rec	Recreation Programs	\$ 709,034.34	5,500	\$ 128.92
KirklandParks.NET	Online payment of Recreation Programs	\$ 799,264.13	5,440	\$ 146.92
Parking	Parking Pay Stations	\$ 150,577.61	70,903	\$ 2.12
Municipal Court	Fines and Fees	\$ 642,931.66	4,423	\$ 145.36
Dev Svcs	Development Permits	\$ 2,165,386.38	1,662	\$1,302.88
Moorage	Boat Dock Pay Station	\$ 83,943.86	3,560	\$ 23.58
City of Kirkland	Miscellaneous Sales at City Cashier	\$ 46,595.47	132	\$ 353.00
Total Merchant Activity		\$ 7,989,625.38	137,302	\$ 58.19

Direct Deposit for Payroll: Kirkland offers and encourages direct payroll deposit for its employees. The City pays its employees semi-monthly on the 8th and 23rd. On an average payroll, 600 employees receive direct deposit, which generates approximately 1,000 transactions per pay period due to many employees having multiple bank account transfers.

Currently, the City transmits the payroll data to the institution via internet before 8:00 p.m. the second working day prior to payday. Deposits must be made into the employees' account by 8:00 a.m. on payday. Any deviation from these time limits must be stated in the bid. Any bidder with less restrictive time requirements will be given favorable consideration.

The City from time to time may need to transmit the payroll data one day prior to the pay date. We are therefore requesting bids on both a one-day and two-day turnaround. We are interested in what the deadlines for transmission are for both situations.

Purchasing Cards: The City currently utilizes a purchasing card program for making routine purchases in lieu of the normal requisition/purchase order mode of operations.

Banking Supplies: The financial institution will be required to provide a supply of coin rollers, locking bank bags, tamper proof plastic deposit bags, deposit slips, miscellaneous checks, and endorsement stamps for each location (see Attachment A for the number of endorsement stamps needed). The cost of such supplies shall be charged against the City's earnings credits.

Night Depository Services: The Financial institution will provide the City with the ability to make 'night drop' deposits after hours. City staff will prepare a deposit slip and 'night drop' the deposit after hours, for deposit the next day. We currently use the tamper-resistant plastic bags for this function.

Data Equipment Compatibility: The City is interested in equipment and data compatibility and therefore requests the specifications needed for an automated wire transfer, ACH debit & credit, credit card, balance reporting and any other automated systems be included in this proposal. Any costs associated with automated data and equipment should be identified on the Bid Sheet form in Attachments A.

Interfaces to Financial Systems: The City uses Sungard Public Sector IFAS for its main Finance system and Springbrook for Cashiering and Utility Billing. The City needs the ability to interface

- Cleared checks with the IFAS Banking module;
- Deposits, credit card transactions with the Springbrook Cashiering module;

Intuitive Web or Client Reporting tool and Data Export capabilities for Bank Transactions: The City needs the ability to report, analyze and interface bank transactions. To do this the financial institution must provide an easy-to-use reporting tool for City staff to produce reports. A list of standard banking transactions should be included in your proposal. City will also have need to export bank transaction to the following file formats;

- Microsoft Excel
- Fixed-length format (FLAT file)

City Information Technology staff can assist with export definition and setup. After exports are designed they must be available to City Finance staff to run and export as needed.

Miscellaneous Optional Services: In addition to the requirements listed above, the proposal shall identify proposed fees for the following services:

- Other services provided by your institution that would be beneficial to the City of Kirkland, but have not specifically been addressed. Please itemize fees on the Bid Sheet forms in Attachments A and B.

Services Not Provided: In the event that the primary proposing financial institution does not provide all requested services included in this RFP, the financial institution will submit as part of its proposal additional partners/providers whom do provide these services. It is the sole responsibility of the primary financial institution to secure and maintain the relationship with any additional providers. The primary financial institution, at the time of bid submittal will identify all secondary providers.

Should the financial institution be unable to secure and provide the relationship for the services that the financial institution is not able to provide, the City would request to submit the invoices to the financial institution for payment from its earnings credits.

5. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- C. The City reserves the right to award any contract to the next most qualified financial institution, if the successful financial institution does not execute a contract within 30 days of being notified of selection.
- D. Nothing in this RFP will preclude the City from utilizing services of other financial institutions to compliment this agreement and provide convenient banking for the City.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the proposed contract is available for review (see attachment C). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the financial institution in preparing, submitting or presenting its response to the RFP.

6. EVALUATION PROCESS

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

A. Responsiveness to the RFP

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

B. Ability to Perform Required Services

The City will consider all the relevant material submitted by each financial institution, and other relevant material it may otherwise obtain, to determine whether the financial institution is capable of providing services of the type and scope specific to the RFP. The following elements may be given consideration by the City in determining whether a financial institution is capable:

1. The ability and capacity of the financial institution and the skills, experience, and availability of the specific individuals to be assigned to the City to perform the services required;
2. The quality of performance by the financial institution on previous and similar contracts and such other information as may be secured and considered relevant by the City, including information on customer service as supplied in section 7-5. and obtained from references provided;
3. The ability of the financial institution to present professional and innovative work; the skill of the financial institution as demonstrated by samples of similar work and/or references from similar organizations;
4. Strength and stability of the financial institution. The financial institution's financial standing among its peers and the associated credit quality ratings.

C. Fees

As described in Attachments A and B

Cost of transition: the total cost of changing financial institutions.

D. References

As described in Section 7-2.

E. Community Presence

As described in Section 7-4.

F. Interviews

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

G. Other Factors

Any other factors that the City believes would be in the City's best interest to consider which were not previously described.

7. **BANKING SERVICES QUESTIONS/STATEMENTS**

Please provide your responses to the items below in the order presented.

1. Provide the names of individuals, with phone numbers and e-mail addresses, who will be working on the proposed services and their areas of responsibility including their specific experience relative to the request for proposal requirements.
2. Submit at least five (5) references (preferably from current local government customers) who can attest to the financial institution's experience as it relates to providing banking services. The references must include contact name, title, address, e-mail address, telephone number and services used.
3. Provide contact information for at least one prior customer that chose to no longer utilize your services.
4. Describe your institution's community participation/reinvestment program including your Community Reinvestment Act (CRA) rating.
5. Describe your institution's customer service philosophy and organizational structure and provide meaningful examples to illustrate.
6. Provide the following reports and information about your institution:
 - a. Monthly account analysis
 - b. Monthly bank statement
 - c. Monthly merchant services report
 - d. Most recent financial statement
 - e. SEC and/or Moody's credit rating or comparable rating
7. Provide a funds availability schedule. Describe one day, two day availability and wire requirements.
8. Describe your Balance Reporting systems and availability.
 - a. What hardware/software does the bank use to deliver balance and transaction detail information?
 - b. What time is previous day information available for access by the customer?
 - c. What are the hours of access of the balance reporting system?
 - d. Does the bank provide current day information?
 - i. How frequently is this information updated throughout the day?
 - ii. What transaction types are available on current day reports?
 - e. Describe the level of detail provided in previous and current day reports?
 - f. How many days of history can be accessed through the system?
 - g. In what format is information available?
 - h. Provide a sample printout of the daily on-line balance information.
9. ACH Services:
 - a. What is the recommended service delivery method (i.e. direct transmission, on-line, or other)?
 - i. What are the hardware/software requirements?
 - ii. What training does the bank provide?
 - iii. Does the software offer the ability to manage security and access levels by user?
 - iv. What report options are available?

- v. What controls are in place to protect against lost files and duplications of transmissions?
 - vi. Does the bank provide automatic file receipt acknowledgements? If so, how?
 - vii. Describe the role of any third-party processor used by the bank to provide this service?
- b. What are the hours of operation of the ACH unit?
 - c. What are the bank's cut-off times for customer initiation of ACH transactions?
 - d. Describe the procedures used to verify accurate and secure receipt of transmissions.
 - e. Can the bank automatically redeposit items returned for insufficient or uncollected funds?
 - f. How does the bank handle file, batch, and item reversals and deletions?

10. Positive Pay

- a. What is the recommended service delivery method (i.e. direct transmission, on-line, or other)?
 - i. What are the hardware/software requirements?
- b. What controls are in place to protect against lost files and duplications of transmissions?
- c. Does the bank provide automatic file receipt acknowledgements? If so, how?
- d. Describe the role of any third-party processor used by the bank to provide this service?
- e. What is the bank's deadline for transmitting files/data?
- f. What is the process for notifying the bank of a single check or small check run outside of the regular batch file?
- g. How does the City notify the bank of voided and stop payment checks?
- h. Does your bank have payee verification?
- i. Is the positive pay service fully implemented at all bank branches?
- j. How does the bank handle exception ("paid not issued") items?
 - i. Does the bank offer a daily listing of exception items?
 - ii. Are there defaults available for each account to either automatically return or pay on exception items?
 - iii. What is the timeline for reporting exceptions to the City?
 - iv. How are exceptions reported to the City? Will an image be available?
 - v. What is the timeline for the City to act on any exceptions?
 - vi. What are the hours of operation of this service unit?

11. Payment of Fees. Respondents will need to provide information on the following:

- a. The effective rate and formula used to calculate the service charge credit for collected fund balances;
- b. The proposed method for setting rates on a compensating certificate of deposit;
- c. A time frame proposed to pay any additional fees not offset by service charge credit;
- d. Whether a service charge credit/debit can be carried forward to the next period;
- e. The formula for any fees in the event of an overdraft;
- f. Describe what constitutes a daylight and overnight overdraft situation.

12. Errors and Adjustments

- a. Describe your adjustment process for resolving deposit discrepancies.
- b. At what dollar amount do you write off discrepancies?
- c. Do you adjust the deposit amount or process an adjusting debit or credit?

13. Describe how inquiries requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.
14. Describe NSF or Returned Items processing procedures, fees or other related services available. The City will require re-depositing 'NSF' or 'uncollected funds' returned items so that they may be presented a second time prior to being charged back.
15. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?
16. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.
17. Discuss your use of the Internet in providing services to your municipal/business customers. What browsers and browser versions are supported for your Internet service?
18. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.
19. Interfaces: Describe how your institution interfaces bank transactions with Financial systems. What experience do you have interfacing with Sungard Public Sector's IFAS system and Springbrook's system?
20. Reporting: Describe how users are able to report on bank transactions. What type of reporting tool and training is available? Describe available export capabilities for bank transactions.
21. Disaster Recovery:
 - a. Describe your institution's formal disaster recovery plan.
 - b. How quickly will back-up facilities be activated?
 - c. Describe your institution's operating capabilities to assist the City in the event of a disaster or declared emergency.
22. Implementation Plan: Provide a detailed description of the implementation process, including testing, and a sample implementation schedule.
23. List the address and hours of operation at your nearest branch office and also the hours of operation for non-branch services.
24. Discuss any special conditions, other fees, other services, or deviations from the requested scope.
25. Merchant Card Services:
 - a. Provide a funds availability schedule by card type. Is it negotiable?
 - b. What is the settlement deadline?
 - c. What daily and/or monthly reconciliation reports are available?
 - d. Do you offer recurring billing processing?

8. STATEMENT OF FINANCIAL INSTITUTION QUALIFICATIONS

Each financial institution submitting a proposal for items included in this document shall prepare and submit the following data along with their proposal:

1. Name of Financial Institution _____
2. Business Address _____
3. Business Phone _____ Fax No. _____
4. E-mail address _____
5. How many years have you been in business under the present name? _____
6. General character of services provided by your institution:

7. City of Kirkland Business License Number: _____
8. State of Washington Sales Tax Registration Number: _____
9. Federal I.R.S. Identification Number: _____
10. I certify that the institution:
 - is capable of providing the services as outlined in this proposal,
 - will comply with the rules and regulations outlined by the Revised Code of Washington, Kirkland Municipal Code, and the Washington Public Deposit Protection Commission, and other applicable laws and regulations.

City of Kirkland
Banking Services

Institution Name Authorized Signature

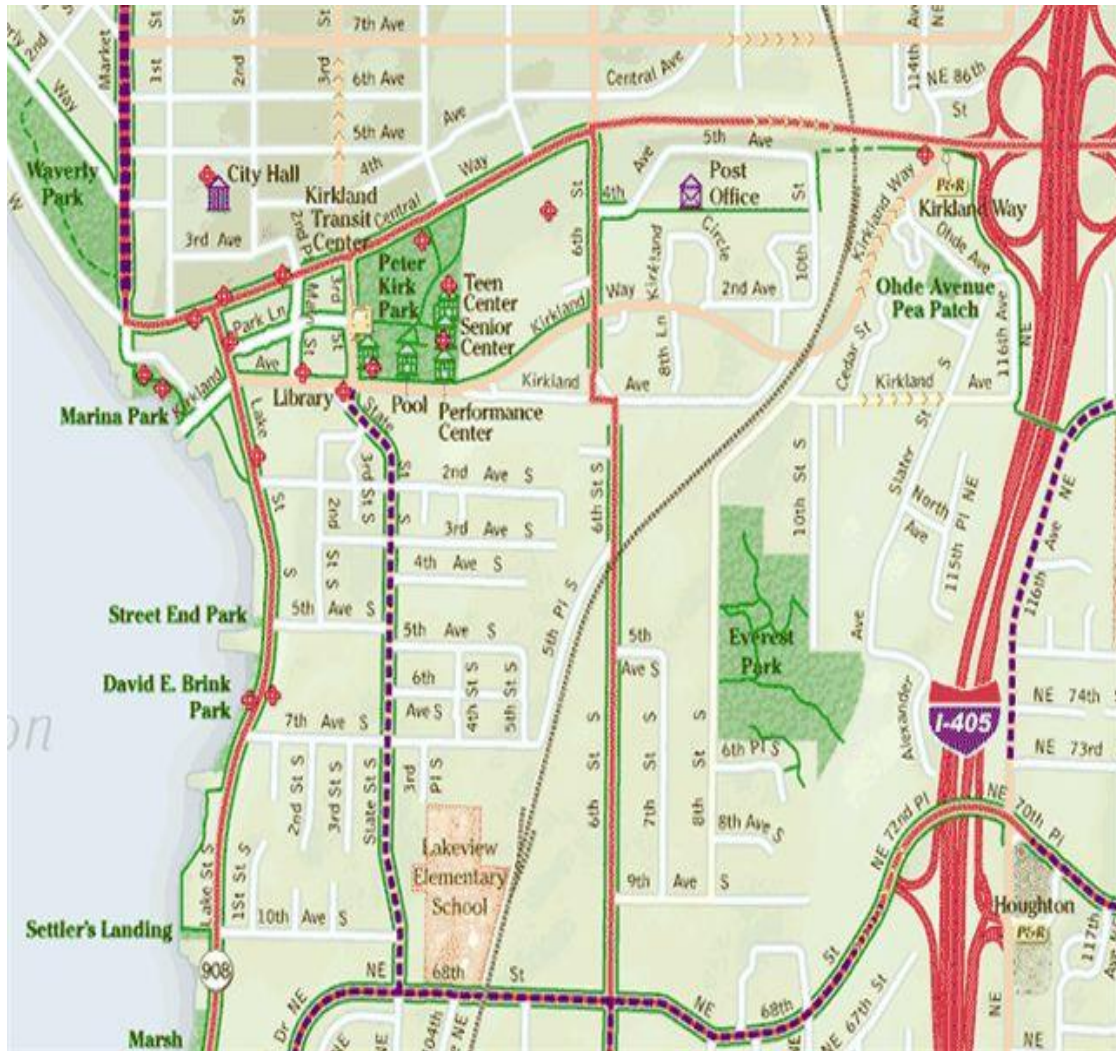
Sworn before me, this ___ day of, _____ 2011.

Notary Public
in and for the State of Washington

10. OTHER INFORMATION

For additional information or explanation of the contents or intent of these specifications, please e-mail your questions to Michael Olson, Director of Finance and Administration at molson@kirklandwa.gov. A bidders conference will be held July 15, 2015 at 10:30 a.m. in the Council Chambers of the Kirkland City Hall, 123 5th Avenue, Kirkland, Washington. Attached is a map for your convenience.

The City will provide copies of this document for your modification in MS Word format (.doc) to assist with your responses.



Attachment A
Bid Sheet

AFP Code	Service	Service Definition	Monthly Volume	Unit Price	Monthly Cost	Explanation
10000	ACCOUNT MAINTENANCE	The per account monthly service charge for maintaining an analyzed account.	4		\$0.000	
250150	ACH BLOCKS AUTH INSTRUCTIONS		18		\$0.000	
251050	ACH BLOCKS AUTH MAINTENANCE		3		\$0.000	
250101	ACH CONSUMER OFF US CREDITS		1,242		\$0.000	
250100	ACH CONSUMER OFF US DEBITS		1,081		\$0.000	
250101	ACH CONSUMER ON US CREDITS		309		\$0.000	
250100	ACH CONSUMER ON US DEBITS		454		\$0.000	
250101	ACH CORPORATE OFF US CREDITS		11		\$0.000	
250101	ACH CORPORATE ON US CREDITS		1		\$0.000	
250201	ACH CREDIT RECEIVED ITEM		559		\$0.000	
250200	ACH DEBIT RECEIVED ITEM		36		\$0.000	
250640	ACH DELETE/REVERSAL		1		\$0.000	
251040	ACH INPUT-BATCH				\$0.000	
250504	ACH INPUT-ECHANNEL		8		\$0.000	
250501	ACH INPUT-FILE	<i>Per file fee to process ACH entries that are delivered to Bank of America via a data transmission.</i>	12			
250000	ACH MONTHLY MAINTENANCE		4		\$0.000	
251070	ACH NOTIF OF CHANGE (NOC)		8		\$0.000	
259999	ACH OPTIONAL RPTS-ELECTRONIC	<i>A per report charge to deliver an optional ACH report electronically, including via echannel, transmission and other electronic delivery methods.</i>	12			
250120	ACH ORIGINATED ADDENDA		1		\$0.000	
250302	ACH RETURN ITEM		21		\$0.000	
259999	ACH STANDARD RPTS-ELECTRONIC	<i>A per report charge to deliver standard ACH reports electronically. This includes report delivery online, via transmission and other electronic methods.</i>	13			
200201	ARP FULL RECON INPUT PER ITEM				\$0.000	
200020	ARP PARTIAL MAINT-PAPER RPTS	<i>Maintenance charge for an account with Positive Pay and the Partial Recon service.</i>	1		\$0.000	
200120	ARP PARTIAL PPAY ITEM	<i>Per check charges for providing the Partial Positive Pay service where notification is done electronically & the customer does not supply the bank with check issue information.</i>	756		\$0.000	
200020	ARP PARTIAL PPAY MAINT-SUPP		1			
200301	ARP PARTIAL RECON OUTPUT FILE				\$0.000	

Attachment A
Bid Sheet

AFP Code	Service	Service Definition	Monthly Volume	Unit Price	Monthly Cost	Explanation
159999	ARP PPAY INPUT FILE-TRANS	<i>The per transmission charge for receiving check issued information via transmission. Note: if accounts are strung, the lead account is the account that is charged.</i>	11			
200301	ARP RCECON TRANS DAILY				\$0.000	
200301	ARP RECON TRANS END OF CYCLE	<i>The charge associated with reporting account reconciliation information to a customer through a transmission.</i>	1		\$0.000	
100000	BANKING CENTER DEPOSIT	The fee to have a deposit presented to a teller in a banking center processed for credit to the customer's account. This is charged per deposit.	8		\$0.000	
350320	BOOK CREDIT	<i>The per wire charge to process a transfer received from a customer's account to another Bank of America account not in the same relationship.</i>	3			
100040	CHANGE ORDER BKG CTR				\$0.000	
100141	CHANGE ORDER VAULT				\$0.000	
100142	CHANGE ORDER-AUTO-VLT				\$0.000	
151342	CHECK COPY				\$0.000	
100502	CHECK DEPOSIT-ICL OR RDSO		69			
100310	CKS DEP FOREIGN ITEMS		1		\$0.000	
100230	CKS DEP REJECTS		1		\$0.000	
100222	CKS DEP UN-ENCODED ITEM	<i>Uncoded checks-bundled</i>	1,573			
100111	COIN DEPOSIT-NON STD BAG-VLT	<i>The fee to deposit bags of loose coin in less than Federal Reserve standard amounts or mixed denominations delivered directly to a cash vault. The fee is applied per bag.</i>	9		\$0.000	
100044	COIN SUPP/ROLL-BKG CTR				\$0.000	
100144	COIN SUPPLIED/ROLL-VLT				\$0.000	
100112	COIN/CURR DEP VLT	<i>The fee for processing the cash portion of a deposit delivered directly to a NW cash vault by client's armored carrier. The fee is applied to each \$100 of cash deposited.</i>	762			
350599	CPO GP CUST MNT TEMPLATE STORAGE	<i>The per template charge for repetitive wire templates that are maintained by customers and stored on Bank of America systems.</i>	3			
350000	CPO GP MTHLY MAINT BASIC		1			
400299	CPO ONLINE SUBSCRIPTION	<i>The monthly subscription fee for CashPro Online. Charge is assessed per CashPro Online Company ID.</i>	1			
400340	CPO PER IMAGE ACCESS		62			
400275	CPO PREM CDR ITEM	<i>A per item charge for each current day detail item stored on Bank of America Direct for the standard 10 calendar day retention period for a domestic account.</i>	1,663			
400299	CPO PREM IR MAINTENANCE		1			
400272	CPO PREM PDR ITM STORED 12 MTH	<i>A per item charge for each previous day detail item stored on Bank of America Direct for the maximum 60 calendar day retention period for a domestic account.</i>	2,489			

Attachment A
Bid Sheet

AFP Code	Service	Service Definition	Monthly Volume	Unit Price	Monthly Cost	Explanation
400340	CPO PREM RESEARCH ITEM		63			
400055	CPO PREMIUM CDR ACCT	<i>A monthly maintenance fee charged for each domestic account set up on Bank of America Direct for current day information reporting.</i>	2			
400052	CPO PREMIUM PDR ACCT	<i>A monthly maintenance fee charged for each domestic account set up on Bank of America Direct for previous day information reporting.</i>	5			
10101	CREDITS POSTED-ELECTRONIC		565		\$0.000	
100049	CURR SUPP/\$100- BKG CTR				\$0.000	
100012	CURR/COIN DEP/\$100-BKG CTR		5			
100148	CURRENCY SUPP/\$100-NONSTD-VLT				\$0.000	
10014A	CURRENCY SUPP/\$100-STD-VLT				\$0.000	
10100	DEBITS POSTED-ELECTRONIC		26		\$0.000	
10100	DEBITS POSTED-OTHER		1		\$0.000	
100106	DEP CONDITIONING-SURCHG-VAULT				\$0.000	
10310	DEPOSIT ACCOUNT STATEMENTS		4		\$0.000	
100502	DEPOSIT CORRECTION -RDS		1			
100501	DEPOSIT CORRECTION-CASH		1		\$0.000	
100502	DEPOSIT CORRECTION-NON-CASH		2		\$0.000	
150810	DEPOSIT SUPPLIES	<i>plastic, secure, deposit bags - per 100</i>				
150810	DEPOSIT SUPPLIES	<i>deposit endorsement stamps</i>	10			
150810	DEPOSIT SUPPLIES	<i>deposit books, carbonless, triplicate - per 200</i>				
150810	DEPOSIT SUPPLIES				\$0.000	
150810	DEPOSIT SUPPLIES					
250703	DIRECT ACCOUNT TRANSFER				\$0.000	
10306	DIRECT DDA STMT PER ACCT				\$0.000	
400050	DIRECT PREVIOUS DAY ACCT				\$0.000	
350123	ELEC WIRE OUT-BOOK DB	<i>The per wire debit fee for an outgoing, electronically initiated wire being sent to another account held at Bank of America.</i>	2			
350103	ELEC WIRE OUT-DOMESTIC	<i>The per wire charge for an outgoing, electronically initiated, domestic wire being sent to a beneficiary at a bank in the U.S.</i>	1			
350113	ELEC WIRE OUT-USD ITL				\$0.000	
	FDIC INSURANCE (PER \$1000) (1) SWEEP ACCT	Quarterly charge for insuring demand deposit with the Federal Deposit Insurance Corporation (FDIC).			\$0.000	
10600	GCS TRANSACTION HISTORY				\$0.000	
150102	GENERAL CHECKS PAID TRUNCATED	The General Disbursement per item checks paid charge when a client is receiving the check truncation service.	797		\$0.000	

Attachment A
Bid Sheet

AFP Code	Service	Service Definition	Monthly Volume	Unit Price	Monthly Cost	Explanation
150100	GENERAL CKS PAID-NOT TRUNCATED				\$0.000	
19999	HIGH VOLUME SCANNER MAINT		1		\$0.000	
10709	ICL SET UP TESTING				\$0.000	
151350	IMAGE ARCHIVE-7 YEARS		931		\$0.000	
100200	IMAGE DEPOSIT				\$0.000	
100229	IMAGE DEPOSITED ITEMS-ICL				\$0.000	
100229	IMAGE DEPOSITED ITEMS-RDSO		3,176		\$0.000	
151350	IMAGE MAINTENANCE		1		\$0.000	
151351	IMAGE RETRIEVAL				\$0.000	
350300	INCOMING DOMESTIC WIRE	<i>The per wire charge to receive a rewire transfer that was sent from another US bank.</i>	3			
100229	IRD DEPOSITED ITEMS- ICL		-		\$0.000	
100229	IRD DEPOSITED ITEMS- RDSO		1,664		\$0.000	
100100	ITEM PROCESSING DEPOSIT				\$0.000	
150340	ITEMS PAID RETURNED				\$0.000	
100520	MAIL NOTIFICATION-DCN-VLT	<i>The fee for mailing deposit correction notices to the client. This fee is applied for each deposit correction mailed.</i>	1		\$0.000	
350202	MANUAL WIRE OUT DOMESTIC				\$0.000	
19999	MED VOLUME SCANNER MAINT		1		\$0.000	
150500	NONRELATIONSHIP CUST CK CASHED	<i>A fee assessed for cashing non-client checks in banking centers. The business client has opted to pay the fee for all non-client payees.</i>	2			
251110	PAYMODE CON MTHLY LICENSE	<i>Monthly fee for use of PayMode Concentrator Service.</i>	1			
250800	PAYMODE CON RETURN FEE	<i>Per item fee for each payment returned to the payer.</i>	1			
250800	PAYMODE CON TRANSACTION	<i>Per item fee for each payment concentrated.</i>	3,264			
150310	POSITIVE PAY EXCEPTIONS		2			
209999	PP IMAGE REQUESTED				\$0.000	
100007	QBD/NIGHT DROP DEPOSIT				\$0.000	
19999	RDSOL-ITEM STORAGE		74,507		\$0.000	
19999	REMOTE DEP CK IMAGE PROCESSING		1,665		\$0.000	
10000	REMOTE DEP-ACCOUNT MAINT		1			
100400	RETURNS-CHRGEBACK	<i>Per item charge for a deposited check which is returned by the payer bank and debited back to the depositor's account.</i>	7		\$0.000	
100402	RETURNS-RECLEAR	<i>The charge for redepositing an item which has been returned by the payer bank to the depositor's account. A per item charge.</i>	11		\$0.000	
400299	SECURITY ACCESS				\$0.000	
251000	SET UP NEW ACH				\$0.000	

Attachment B
Merchant Services Rates
Bid Sheet

Merchant Services

VISA Interchange Category	Interchange		Assessments		Transaction Fees			Total Per Item	Total % Rate
	% Rate	Per Item	Subtotal	Per Item	Subtotal	Per Item			
CPS Retail (Card Present)				0.0000%		0.00%		\$0.00	0.0000%
CPS Retail Debit (Card Present)				0.0000%		0.00%		\$0.00	0.0000%
CPS Retail Key Entered				0.0000%		0.00%		\$0.00	0.0000%
CPS Retail 2 (Card Present)				0.0000%		0.00%		\$0.00	0.0000%
CPS Retail 2 Debit (Card not Present)				0.0000%		0.00%		\$0.00	0.0000%
CPS Retail 2 Debit				0.0000%		0.00%		\$0.00	0.0000%
CPS Visa Utility				0.0000%		0.00%		\$0.00	0.0000%
EIRF				0.0000%		0.00%		\$0.00	0.0000%
EIRF Debit				0.0000%		0.00%		\$0.00	0.0000%
Commercial Card Rate II				0.0000%		0.00%		\$0.00	0.0000%
Standard debit				0.0000%		0.00%		\$0.00	0.0000%
Commercial Card Electronic				0.0000%		0.00%		\$0.00	0.0000%
Commercial Card Standard				0.0000%		0.00%		\$0.00	0.0000%

MASTERCARD Interchange Category	Interchange		Assessments		Transaction Fees			Total Per Item	Total % Rate
	% Rate	Per Item	Subtotal	Per Item	Subtotal	Per Item			
Merit III (Card Present)				0.0000%		0.00%		\$0.00	0.0000%
Merit III Debit (Card Present)				0.0000%		0.00%		\$0.00	0.0000%
Key Entered				0.0000%		0.00%		\$0.00	0.0000%
Public Sector (Card Not Present)				0.0000%		0.00%		\$0.00	0.0000%
Standard - debit				0.0000%		0.00%		\$0.00	0.0000%
Corporate Face to Face (Purchase)				0.0000%		0.00%		\$0.00	0.0000%
Corporate Data Rate II				0.0000%		0.00%		\$0.00	0.0000%
Corporate Data Rate I				0.0000%		0.00%		\$0.00	0.0000%
Corporate Standard				0.0000%		0.00%		\$0.00	0.0000%

Attachment C

Banking Services Agreement

BANKING SERVICES AGREEMENT PROVISIONS FOR THE CITY OF KIRKLAND

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____, (hereinafter the "Financial Institution", agree and contract as follows:

1. SERVICES BY FINANCIAL INSTITUTION

- A. The Financial Institution agrees to perform the services described in this proposal, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

2. COMPENSATION

- A. The total compensation to be paid to the Financial Institution shall be detailed in Attachments A and B.

The above fees include all labor, materials and expenses required for the completion of these services.

- B. Payment to Financial Institution by the City in accordance with the above shall be the total compensation for all work performed under this agreement and supporting documents hereto as well as all subcontractor's fees and expenses, supervision, labor supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Financial Institution shall be paid based on the acceptance of the proposed compensation.
- D. The City shall have the right to withhold payment to the Financial Institution for any service not completed in a satisfactory manner until such time as the Financial Institution modifies such service to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a check is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

3. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving forty-five (45) days notice to the financial institution in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Financial Institution pursuant to the Agreement shall be provided to the City. In the event the City terminates this agreement prior to completion without cause, the Financial Institution may complete such analyses and records as may be necessary to place its records in order. The Financial Institution shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of suspension or termination, not to exceed the compensation set forth above. Should the Financial Institution desire to terminate this agreement, written notice of 120 days is required.

4. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Financial Institution will be at the sole risk of the City.

5. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of Finance and Administration or the Accounting Manager for the City of Kirkland shall review and approve the Financial Institutions charges to the City under this Agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Financial Institution, and shall coordinate all communications with the Financial Institution from the City.

6. CONTRACT PERIOD

The Banking Services Agreement is to extend for a period of four years beginning on January 1, 2016 with 2 two year options to renew the Agreement. The City in order to exercise its renewal option will need to do nothing. At the end of this period, the City may choose to negotiate a renewal option or to request additional proposals.

7. SUCCESSORS AND ASSIGNS

The Financial Institution shall not assign, transfer, convey, pledge, or otherwise dispose of this agreement or any part of this agreement without prior written consent of the City.

8. NONDISCRIMINATION

The Financial Institution shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

9. HOLD HARMLESS/INDEMNIFICATION

The Financial Institution agrees to indemnify, defend, and save harmless the City and its officers, agents, and employees, from any claim, real or imaginary, filed against the City or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

10. LIABILITY INSURANCE COVERAGE

The Financial Institution will, at the Financial Institution's sole expense, obtain and maintain during the life of this Agreement, policies of comprehensive general liability insurance, each with combined single limits of not less than \$1,000,000 per occurrence. Any policy of required insurance on a claims made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed. A failure to obtain and maintain such insurance or to file said certificates shall be a material breach of this Agreement.

11. COMPLIANCE WITH LAWS

The Financial Institution shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

12. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Financial Institution activities except as set forth in this Agreement.

13. INDEPENDENT CONTRACTOR

The Financial Institution is and shall be at all times during the term of this agreement an independent contractor.

14. EXTENT OF AGREEMENT/MODIFICATION

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

15. ADDITIONAL WORK

The City may desire to have the Financial Institution perform other services in connection with the banking relationship other than provided for by the express intent of this contract. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Financial Institution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

FINANCIAL INSTITUTION:

CITY OF KIRKLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kirkland City Attorney

Date: _____