



RFP # 588  
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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Clark County Washington  
Release date: June 15<sup>th</sup>, 2010

Request for Proposal for:

# General Banking Services

PROPOSALS DUE: July 27<sup>th</sup> by 4:30 p.m. PST

**Proposal(s) shall be sealed and clearly marked on the package cover with RFP # and Project Title.**

**Submit three (3) original and twelve (12) complete copies of the Proposal to:**

Clark County  
Office of Purchasing  
P.O. Box 5000  
1300 Franklin Street, 6<sup>th</sup> Floor, Suite 650  
Vancouver, Washington 98660  
(360) 397-2323

Refer Questions to:

Project Manager:  
Michael Fish, Senior Management Analyst  
[michael.fish@clark.wa.gov](mailto:michael.fish@clark.wa.gov)

## General Terms and Conditions

**ADMINISTRATIVE REQUIREMENTS** - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County, the City of Vancouver, and the Port of Vancouver. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. The City of Vancouver (hereafter called the "City"), Clark County (hereafter called the "County"), and the Port of Vancouver (hereafter called the "Port") have the right to reject or accept proprietary information.

**AUTHORSHIP** - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

**CANCELLATION OF AWARD** - The County, City and Port individually and collectively reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, the County, the City, and the Port reserves the right to limit the period of negotiation to ninety (90) days after which time funds may be unencumbered.

**CONFIDENTIALITY**: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

**CONFLICT OF INTEREST** - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of the County, the City, the Port, or the applicable proposal evaluation committee may have in the proposing agency or proposed project.

**CONSORTIUM OF AGENCIES** - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

**COST OF PROPOSAL & AWARD** - The contract award will not be final until the County, or the City or the Port and the prospective contractor have executed a contractual agreement. The City's respective governing council will have to approve/award contract before agreement is finalized. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. The County, the City, nor the Port are not responsible for any costs incurred prior to the effective date of the contract. The County, and/or City and/or Port reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

**DISPUTES**: The County, the City, and the Port encourage the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** - It is the policy of the County, the City, and the Port to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. The County, the City, and the Port are equal opportunity employers and are committed to providing equal opportunity in employment and in access to the provision of all county services. The County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

**ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM** - The County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable

energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

**INDEPENDENT PRICE DETERMINATION** - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

**INTERLOCAL AGREEMENT** – The County, the City, and the Port have made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to the County, the City, or the Port.

**LIMITATION** - This RFP does not commit the County, the City, or the Port to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

**LATE PROPOSALS** - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

**ORAL PRESENTATIONS**: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

**OTHER AUDIT/MONITORING REQUIREMENTS** - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of the County, the City, or the Port: Fund accountability; Contract compliance; and Program performance.

**PRICE WARRANT** - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

**PROTESTS** must be submitted to the County Purchasing Department.

**REJECTION OF PROPOSALS** - The County, the City, and the Port reserve the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of the County, the City, and the Port to do so.

**SUBCONTRACTING** - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of the County, the City, and the Port. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is solely held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

**VERBAL PROPOSALS**: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

**WORKERS COMPENSATION INSURANCE** – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

**FOR ALTERNATIVE FORMATS**  
**Clark County ADA Office; V (360) 397-2025;**  
**TTY (360) 397-2445; [ADA@Clark.wa.gov](mailto:ADA@Clark.wa.gov)**

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General Banking Services

Request for Proposals  
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### Part I Proposal Requirements

#### Section IA

#### General Information

##### 1. Introduction

The purpose of this RFP is to permit the financial community to suggest various approaches to meet this 'defined need' at a given price.

This RFP will identify banking services or other similar needs where no specific method has been chosen for executing such services.

##### 2. Background

The County has an estimated population of over 425,000 residents in 2010. The Clark County Treasurer hereafter called the "County" is responsible for the collection of property taxes, real estate excise taxes, the distribution of property and excise tax revenues to the State and other taxing districts, receipting all money received by the County, disbursing such cash as authorized, including making appropriate investments from revenues not required for immediate expenditure, and debt management on both short and long-term note/bond issuances. The County provides these services to the County and to other governmental entities (junior taxing districts), including all school districts, all fire districts, the Fort Vancouver Regional Library, and the Port of Camas/Washougal. The County performs collection of property and real estate excise taxes and distribution of such taxes for the cities and ports of Vancouver and Ridgefield within the county, but does not provide investment and debt management services.

The City of Vancouver (hereafter called the "City") has an estimated population of approximately 164,500 residents in 2010. The City Treasurer is responsible for banking activities, cash management, including liquidity, collection of City revenues and investment and debt management functions. The City has multiple departments that receipt payments. These include the Water/Sewer Utility department, Parks and Recreation at two separate community centers, the Tennis Center, the Community Development department, the Financial & Management Services department, and the Water Resource Education Center.

The Port of Vancouver USA (hereafter called the "Port") The Port has four marine terminals and thirteen berths. A broad range of cargoes are handled through the Port including break-bulk cargo, automobiles, steel and aluminum products, liquid bulks, grain and other dry bulks. Port property totals over 1680 acres with currently 600 acres of operating facilities. The Port also manages multiple industrial property sites and has long term lease agreements with tenants. The Director of Finance is responsible for cash management, investment activities and debt management. The Port has a centralized location for all billing and receipting and disbursement of funds.

The County has strived to automate its cash management operations with financial institutions. Currently, the County receives deposits from over 100 entities throughout the state and the county, as well as daily data transmissions of redeemed warrants, terminal transferred wires and ACH items. In addition, ACH payroll is processed via electronic transmission, and federal payroll taxes are remitted electronically using the Electronic Federal Tax Payment System (EFTPS). The majority of the County's deposited items are pre-encoded through the use of high speed electronic remittance equipment.

In addition to this contract, the County may maintain accounts at other local financial institutions solely for the purpose of maintaining depositories throughout the County that provide for easier depositing for districts the County provides such treasury functions for. Nothing in this RFP will preclude the County from utilizing services of other financial institutions to compliment this agreement and provide convenient banking for taxpayers and/or taxing districts of the County.

Specific requirements are detailed in this document, financial institutions may submit

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alternative proposals they believe will streamline and provide efficiencies for the City, the County and the Port in cost effective ways. However, all specific services contained within this RFP must be met to be considered for award of the contract.

The terms and conditions contained in this RFP will govern the performance of any contract resulting from this solicitation.

### 3. Scope of Project

The County, the City, and the Port are submitting a request for proposal to identify the banking institution that can offer the highest quality service, create efficiencies, and take advantage of new applicable technologies at the lowest overall costs. The banking institution must be a "full service" bank, which can meet the statutory requirement of a qualified Washington State public depository throughout the term of the Agreement (as required by RCW 39.58).

In addition the County has two tax anticipation notes (lines of credit) outstanding:

- \$5 million dollar line of credit for the County's General Fund
- \$10 million dollar line of credit for the County's Road Fund.

The lines of credit will be discussed under section 1B and respondents are encouraged to include in their response a willingness to extend the County similar lines of credit at the maturity of these lines.

Alternatively the County, by Washington State Statute (RCW 36.29.010) can issue Registered Warrants which bear interest for the holder at a rate of interest denoted on the face of the warrant by the County. In recent years the County has invested in these warrants for non-County Pool investments but given the current economic environment may not be able to in the future. This is further discussed in section 1B of this RFP.

The City, the County, and the Port's current primary bank is Bank of America. The City, County, and Port have determined that it is appropriate to continue to solicit joint proposals. This will most likely have the result that either, there will be three separate contracts with one banking institution for the three entities or there will be a separate contract with separate banking institutions delivering services to each entity uniquely. Proposals for partial services will be considered for Line of Credit, Sewer Connection Incentive Program loan servicing, and Merchant Services.

This Request For Proposals (RFP) does not cover any other services such as custody services, certificates of deposit, investments, or bond trustee/fiscal agent services.

The City, the County and the Port desire a three year contract that will begin January 1, 2011. All entities desire the option to renew for an additional two years.

The City, County, and Port require fixed pricing for the first three years of the contract with any price increases in the years four and five, if both parties agree in writing to an extension will be limited to the Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending June 30 prepared by the Department of Labor, Bureau of Labor Statistics (the "CPI-W) or a replacement index applicable to the City, County, or Port. If the CPI-W is negative, the amount of annual compensation will remain the same as the previous year.

### 4. Project Funding

Funding will be appropriated by the City Council, the County Commissioners and the Port Commissioners in the annual budget for payment of the banking services to be performed.

### 5. Timeline for Selection

The following dates are the intended timeline:

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Proposer's Conference	June 28 <sup>th</sup> , 2010
Proposals Due	July 27 <sup>th</sup> , 2010
Proposal Review/Evaluation Period	July 28 <sup>th</sup> – August 10 <sup>th</sup>
Finalists Notified and Request for Interview	August 13 <sup>th</sup>
Interviews/Demonstration	August 27 <sup>th</sup> – Sept. 2 <sup>nd</sup>
Finalists Notified	Sept. 7 <sup>th</sup> , 2010
Contract Negotiation	Sept. 8 <sup>th</sup> – Sept. 22 <sup>nd</sup>
Contract Finalized and Approved by Governing Bodies	Sept. 30 <sup>th</sup> , 2010
Service Intended to Begin	Jan. 1 <sup>st</sup> , 2011

### 6. Employment Verification

“Effective September 24<sup>th</sup>, 2009, all contracts with a value of  $\geq$  \$1,000,000 shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have sixty days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have an additional sixty days to provide a written record on the authorized employment status of their employees and those of any sub-contractor(s) currently assigned to the contract. Employees hired during the execution of the contract and after submission of the initial verification will be verified to the county within 30 days of hire, as reported from the E-Verify program. The contractor will continue to update the County on all corrective actions required and changes made during the performance of the contract.”

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### Section IB

### Work Requirements

#### 1. Required Services

The terms and conditions contained in this RFP will govern the performance of any contract resulting from this solicitation and the financial institution's response to the RFP will be an integral component of this contract.

This solicitation does not commit the City, County or Port to pay any cost incurred in the preparation and submission of proposals and the City, County or Port will not pay any cost incurred.

The following are mandatory criteria during the contract period:

- Branch banking facilities located within the State of Washington.
- Approval by the Washington Public Deposit Protection Commission as a qualified public depository.
- Branch banking facilities located within the City and the County.

Although specific requirements are detailed in this document, banks may submit alternative proposals. (Note: All proposals must comply with proposal form instructions).

A detailed list of services is shown in Attachment C & D. This Exhibit is to be returned with the appropriate data entered. A computer compact disc (CD/DVD) of Attachment C & D will be compiled in Microsoft Excel version 2003 or earlier for Microsoft XP will be distributed at the Proposer's Conference for your convenience. Respondents not attending the Proposer's Conference must request the CD/DVD by e-mail or phone from the Clark County Purchasing Department. Their contact information by phone is (360) 397-2323 or by email is [Purchasing@clark.wa.gov](mailto:Purchasing@clark.wa.gov)

The City, County and Port require that the above CD/DVD accompany the bank's response to Attachment C & D when submitting a response to the RFP.

#### **Banking Requirements** – each item requires a response

##### **1. General Bank Account Requirements**

- a. Provide normal demand deposit account services in the name of the County, the City or the Port. The County uses a "General Account" to conduct the County's investment program, pay warrants, to make electronic fund transfers, deposit major tax receipts, and other receipts of the County. In addition to the County's General account, there are currently 58 checking and warrant accounts at Bank of America. Over the contract period, such bank accounts may be consolidated at the convenience of the County. The County's services are for the County, fire and school districts, the Port of Camas/Washougal, and certain other junior taxing districts within the County. Fees for these accounts will be included in the total account analysis with earnings credit given for collected balances and itemized charges compensated for through collected balances or fee payment through the primary demand deposit checking account. No service fees will be deducted direct to any of these special accounts.
- b. The City will require a normal demand deposit type account for deposits, ACH, and wire transfers. The City will require two separate zero-balance checking accounts (ZBA) for processing accounts payable and payroll checks. These "zero balance" accounts should be cleared against the



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main operating account. The City currently issues approximately 800 accounts payable checks and 400 payroll checks per month. The City processes approximately 700 ACH records for payroll deposits twice a month. The financial institution will furnish the City with additional checking accounts as needed. Currently the City has four additional checking accounts. Fees for these accounts will be included in the total account analysis with earnings credit given for collected balances and itemized charges compensated for through collected balances or fee payment through the primary demand deposit checking account. No service fees will be deducted direct to any of these special accounts.

- c. The Port will require a normal demand deposit type account for deposits, ACH, and wire transfers. The Port will require two separate zero-balance checking accounts (ZBA) for processing accounts payable and payroll checks. These "zero balance" accounts should be cleared against the main operating account. The Port currently issues approximately 700 accounts payable checks per month. The Port processes approximately 100 ACH records for payroll deposits twice a month. The financial institution will furnish the Port with additional checking accounts as needed. Currently, the Port has one additional checking (incidental) account in the amount of \$2,500. Fees for this account will be included in the total account analysis with earnings credit given for collected balances and itemized charges compensated for through collected balances or fee payment through the primary demand deposit checking account. No service fees will be deducted direct to this special account.
- d. If negative ledger balances exist at the close of a business day and are a result of an error or omission of the financial institution, the financial institution will correct the error without cost to the County, the City or the Port.
- e. The financial institution shall allow the entire ledger balance in the County's, the City, or the Port's General demand deposit account to be accessible on a daily basis. The City, the County, or the Port shall not be penalized or charged any fees as a result of daily uncollected balances except as provided herein.
- f. The County, the City, or the Port shall pay to the financial institution an appropriate fee for the average monthly uncollected balances based on the agreed upon interest rate at the completion of each month. The collection float calculation will be based upon individual checks, not a bank wide float factor.
- g. The financial institution's "Best" availability schedule is to be included with the proposal. An availability schedule specifies when a financial institution (or the Federal Reserve) grants collected funds for deposited checks in the form of an increase to the depositor's collected balance.

### 2. Deposit Services

- a. **Deposit availability** – Deposits accepted and/or received by the close of business shall be given same day ledger credit. Any credits that are subject to a back dated value will be reported to the County, the Port and/or the City on a monthly basis on a back dated value log. The County and the City uses Armored Transport for delivery of deposits on a daily basis. The Port does not utilize armored transport services.
- b. **Parking Meter Coin Deposit** - The City has a high volume of coin deposits from parking meter revenue collections. These coins are currently being processed by an Armored Car Service provider due to the condition of the coin (due to inclement weather conditions, the coin may be wet and/ or dirty and need to be cleaned/dried prior to

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processing).

- c. **Deposit supplies** - Provide night deposit bags, checks, checkbook registers, deposit slips (MICR encoded), and endorsement stamps printed to the County, the Port, or the City's specifications. The City check prints checks in-house except for four small advance travel accounts and check registers are maintained electronically. Except for the incidental account, the Port prints all checks in-house and check registers are maintained electronically.
- d. **Second presentment** - Deposited checks returned for insufficient funds will be automatically presented for collection a second time.
- e. **Deposit locations** – Give the number of branch locations located in the County and the City that will provide over the counter deposits for the County, the City, the Port and a large number of junior taxing districts.

### 3. Information reporting

- a. **Monthly statements** - Provide monthly checking account statements with documentation supporting all entries on the statement, preferably to be mailed by the 5th business day of the following month.
  - i. Describe your ability to provide monthly online statements and the available retention of these statements.
  - ii. Bank statements must be provided to the Washington State Auditor's Office annually for no charge when they are performing their annual audit and confirmation of balances maintained for the Port, the City, the County, or other junior taxing districts.
- b. **Account analysis statements** - Provide monthly consolidated long-form account analysis preferably within 10 days after the end of the month. The analysis must detail all activity levels and charges for all accounts covered by this contract. Any activity information that is not part of the Bank's standard account analysis, e.g. balance reporting and ACH activity, must be provided in a supplemental report format. The monthly account analysis must include a consolidated report summary that shows the total activity levels and charges for all of the Port's, the County's and/or the City's bank accounts, and a summary of current month and year-to-date banking volume activities and associated charges. The account analysis must be presented in both a hard copy and in soft copy, preferably an Excel spreadsheet or .CSV format.
- c. **Online information reporting** - Provide computer balance reporting which provides information of the prior day's business activity and all electronic banking data for the current day. This includes:
  - i. Collected and ledger balances
  - ii. Details of all debits and credits including ACH addenda record information.
  - iii. All transactions should have retrievable image support documents.
  - iv. This information needs to be available by 5:30 a.m. PST.
  - v. The information needs to be available in both report format (viewable) and in ASCII format (download). The file download must be exported in such a manner that it may be loaded or imported into Oracle Cash Management financial systems, as well as Microsoft Access databases. The County, City, and Port utilize various download formats which include, but are not limited to:
    - 1. CSV

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### 2. BAI or BAI2

- vi. Describe your institutions ability to provide **custom** bank reporting that would allow the City, County, and/or Port to download bank activity into a predetermined custom format.
  - 1. Both the City and County use the Oracle Cash Management module to import and reconcile daily bank activity. The Oracle specifications are proprietary information, thus the information will not be provided until contract is awarded
- vii. The County also requests the financial institutions provide daily ledger and collected balance information on numerous other accounts using the computer balance reporting system. The County, the Port and the City prefer to access all automated banking transactions in a Window's based platform, through a secure internet site in addition to a secure FTP site for scheduled file delivery where applicable.

#### d. Scheduled bank file transmissions

- i. Describe your institutions ability to automatically generate electronic previous day bank reports and send them through a secured FTP transmission.
- ii. Describe other reports or data files that you can transmit in an automated and secure manner.

### 4. Wire Services

- a. **Initiating and releasing wires** - Provide an automated wire transfer system which will allow the County, the Port and the City to initiate outgoing wire transfers, and receive information on incoming wire transfers. Computer generated wires are normally transmitted prior to 10:00 a.m., however, the County, the Port and the City request the ability to send same day outgoing wire transfers as late as 2:00 p.m., without regard to amount (as long as the amount is within the normal specifications set up in the wire transfer agreements). Most outgoing wire transfers will be set up as repetitive wires. Occasionally the County, the Port and the City will need to initiate non-repetitive wires with secondary authorization by a separate operator.
- b. **Wire limits and typical wire payments**
  - i. The County currently has the capability of sending \$75 million per day, in outgoing wire transfers, with a maximum single wire limit of \$100 million for each operator.
  - ii. The City currently has the capability of sending \$50 million per day in outgoing wire transfers, with a maximum single wire limit of \$30 million for each operator.
  - iii. The Port currently has the capability of sending \$40 million per day, in outgoing wire transfers, with a maximum single wire limit of \$10 million for each operator.
  - iv. The County sends two annual debt service payments to our fiscal agent, on average approximately \$20 million on June 1<sup>st</sup> and approximately \$60 million on December 1<sup>st</sup>. The County wires excess ledger cash to the Washington State Local Government Investment Pool (LGIP) for investment purposes. These wires can range from as little as \$1 million up to as much as \$30 million. The County processes internal transfers to fund payroll direct deposit accounts of approximately \$40 million monthly.

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- v. The City typically will wire up to \$5 to \$10 million twice a week for investment purposes and up to \$15 million twice a year for debt service payments.
- vi. The Port sends two annual debt service payments to our fiscal agent, on average approximately \$1.6 million on June 1<sup>st</sup> and approximately \$4.8 million on December 1<sup>st</sup>. The Port wires excess ledger cash to the Washington State Local Government Investment Pool (LGIP) for investment purposes. These wires can range from as little as \$1 million up to as much as \$10 million.
- c. **Internal account transfers** - Provide internal account transfers that settle immediately as wires, but are provided at a discounted per item charge.
- d. **Wire processing and system documentation** - Provide documentation of the wire transfer system, including copies of all reports generated attached to the proposal.

### 5. ACH Services

- a. The financial institution shall provide an Automated Clearing House (ACH) personal computer (p.c.) based software program or secured online internet application to allow the County, the Port and the City to initiate ACH transactions on a daily basis. The ACH transactions may be transmitted as late as 4:00 p.m. for next day settlement. Some districts within the County also produce magnetic tapes or transmit electronically, information on ACH payroll direct deposits. The City currently sends daily ACH files using secure internet transmissions for direct debits for multiple accounts receivable functions (utility bills, parks membership passes, and miscellaneous receivables). The County, the Port and the City currently send ACH payroll deposit information using secure internet Transmissions with appropriate user right permissions. The County, City and the Port will be working towards settling Accounts Payable ACH payments, rather than issuing checks to vendors. The City would also like to consider using Payroll Cards instead of issuing checks to employees.
- b. The financial institution will provide the ability for automatic withdrawal of payroll taxes by the Internal Revenue Service (IRS).
- c. **ACH processing and system documentation** - Provide documentation of the ACH system, including copies of all reports generated attached to the proposal.
- d. The City sends daily ACH files to debit customer accounts for utility bill payments, in addition to monthly ACH debit files for parks and recreation monthly membership fees, and other miscellaneous payments due to the City. These files are created in various software systems at the City, and then uploaded and sent through the bank's ACH file settlement process.

### 6. Warrant and Check Services

- a. Accept and redeem all checks and registered warrants presented on a daily basis.
- b. Fine sort all checks and warrants by both account number and MICR number within each account number.
- c. **Stop payments** - The financial institution shall provide a system for the County, the Port and/or the City to initiate electronic stop payments for checks and warrants.

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- d. **Electronic images** - Provide electronic images for all redeemed checks and warrants via:
  - i. Secured internet site on a per item basis
  - ii. Daily redeemed image files
  - iii. Monthly warrant image media per account
- e. **Zero Balance Warrant Accounts (ZBA)** - All warrant accounts will be set up as Zero Balance Accounts (ZBA) with the exception of the County's Registered Warrant account (see section 7 for additional registered warrant requirements). At the end of each day these ZBA's will be posted to a consolidated warrant account. The prior day's ending balance of the consolidated warrant account must be available by 6 a.m. the next day via the Automated Balance Reporting system.
- f. **Warrant consolidation account** - The County will initiate an automated internal transfer debiting the County's General account, and crediting the consolidated warrant account. The amount the County transfers is the amount of warrants redeemed by the bank on the previous business day, thereby causing warrant float. During 2009, the average monthly charges to the consolidated warrant account is approximately \$50 million. The bank will be compensated for the warrant float based on a percentage of the prime rate or based upon some other rate indicator submitted by the Financial Institution. Prior to the electronic transfer, the bank must provide information on any warrants which were redeemed, but not captured electronically in the daily transmission of redeemed warrant information. This includes the account number, the micr number, and the dollar amount of each warrant.
- g. **Daily paid warrant and check files** - All daily redeemed warrant information shall be combined into one data transmission, and sent prior to 5:30 a.m. The County currently uses 20 warrant accounts to identify separate entities.
  - i. Please see Attachment E – section 1 - Warrant Redemption Record Layout, for specifications of the data format.
- h. **Paid item returns** – The Bank will return to the endorser all stopped, voided, cancelled, and stale dated warrants, and will give the County credit for payment made on such warrants. The Bank will also give the County credit for warrants in which the County (or any of the junior taxing districts within the County) has no record of issuance, provided the County returns such warrants for credit within twenty-four hours (one business day) of their physical receipt by the County.
- i. **Fraudulent items** - The bank will return to the original endorser, and give the County, the Port, or the City credit for forged and/or altered warrants or checks, whenever returned with a certificate of forgery/alteration.
- j. **Physical specimens for paid items** –
  - i. County - The bank must deliver each day's redeemed physical warrants, for all warrant accounts, to the County no later than one business day after the warrants were redeemed by the bank.
    - 1. The County may choose to suppress the return of physical specimens in the future, but retain the ability to present associated images on behalf of county departments and the junior taxing districts.
  - ii. City – The City would like to suppress the return of all paid items, except for those in dispute due to fraud or forgery.
  - iii. Port – The Port would like to suppress the return of all paid items, except for those in dispute due to fraud or forgery.

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### k. **Checks -**

- i. The City and Port issue checks, and require the ability to retrieve images of all redeemed checks when needed. No physical checks are required to be delivered. The bank must have a plan in place to provide image access for Seven (7) years after the check is cleared. Access needs to occur even if the bank is no longer under contract with the City or Port.
- ii. The County issues Treasurer Checks for refunding property tax overpayments. The County prefers to receive the physical redeemed items each month.

### I. **Warrant and check images**

- i. Online images – Describe your ability to retrieve cleared warrants and checks via a secure internet application
- ii. Bulk image file requirements – Describe your ability to provide all daily warrant and check redemption images via a secured transmission. The County has developed an interface loader architecture for loading image files into the Treasurer's Web Portal, which is used to present redeemed warrant images to our junior taxing districts. The County currently receives a daily compressed file (.zip) from our bank containing individual warrant image files and a cross reference or index file. The index file is used to associate warrant image files to warrant payment data contained within the Treasurer's Web Portal. It is imperative to continue to provide these images to our junior taxing districts with on-demand access.
- iii. Suppression of paper specimens – bank archival and retrieval of warrant images.

### 7. **Registered Warrants –**

- a. An offer to purchase, during the term of the contract, all interest bearing warrants issued by the special purpose districts for whom the County serves as ex-official treasurer of which the most likely issuers of interest-bearing warrants are denoted below in section 7.b. The County will periodically set the interest rate on those warrants, based upon the interest rate the financial institution quotes, and will establish a separate account from which each district's interest-bearing warrants will be drawn and paid, all consistent with applicable state law. (See RCW 36.29.010(4); RCW 36.29.040-.060; chapter 39.56 RCW);
- b. Issuer list
  - i. Battle Ground School District
  - ii. Camas School District
  - iii. See other issuers in Attachment H item 2 - Registered Warrant historical activity
- c. The proposer needs to clearly indicate its requirements for holding such registered warrants in response to this RFP.
- d. For the last several years the County has purchased Clark County and the junior taxing district registered warrants for investment purposes for the County's General Fund due to such registered warrants being purchased outside the County's Investment Pool using residual cash balances. Liquidity issues may preclude the County from making such investments in the future.
- e. The Treasurer currently maintains one registered warrant account and 20 ZBA accounts where cash warrants clear for various taxing districts and it may be useful to have additional other registered warrant accounts to facilitate tax district use of registered warrants. For the

## Request for Proposal # 588 General Banking Services

purpose of calculating interest on registered warrants, registered warrants will be deemed issued on the date reflected on the face of the warrant (not the date redeemed by the bank).

- f. The County desires that the ledger balance associated with the Registered Warrant account be valued at zero on a daily basis as warrants are redeemed as such warrants must be issued in sequential serial number order based upon the date of issuance. If the Financial Institution requires that Registered Warrants be issued as individual loans with the Financial Institution, a clear description of this process must be provided that allows for such liquidity to be derived in a timely and efficient manner.

### 8. Lines of credit

- a. An offer to provide, if requested at any time by the County during the term of the contract, a separate line of credit under RCW 43.09.2853 for each of the special purpose districts for whom the County serves as ex-official treasurer of each of the special purpose districts for whom the County serves as treasurer, of which most likely issuers are identified in section 7.b.. Prior to establishing any such line of credit, the relevant district, at its sole expense will provide an authorizing resolution (including bank-designation if applicable), [a certificate as to debt capacity,] a tax exemption certificate [,and an opinion of nationally-recognized bond counsel as to the validity of the line of credit and the tax-exempt status of the line of credit]. The bank's offer must specify a single variable rate formula that will be applicable as to all of the lines of credit that are bank-designated under Section 265(b)(3)(B) of the Internal Revenue Code, and a single variable rate formula that will be applicable as to all of the lines of credit that are not bank-designated. Each proposing bank should also specify any applicable commitment fees, unused credit capacity fees, attorney fees and/or other fees or costs to be borne by the district.
- b. The County currently manages two lines of credit on behalf of the County (tax anticipation notes):
  - i. General Fund and associated funds in the amount of \$5 million, see Attachment H item 1b for usage and current terms and conditions.
  - ii. Road Fund in the amount of \$10 million. See Attachment H item 1a for usage and current terms and conditions.
- c. The recent economic environment has placed an emphasis on "relationship" banking, as a result, given the terms and conditions associated with the above two lines of credit, the County will give 10 extra points to the Financial Institutions who commit to offering, in broad terms, such lines to the County upon their maturity.
- d. The City currently does not utilize a line of credit. However, the City requests indications tied to an index for the costs associated with a \$5 million line of credit for the General Fund or any other associated fund if this financing tool is needed during the contract period. Unless a formal action is approved by City Council to authorize this short-term financing tool, the City is not under any obligation to pay any fees associated with the indication.
- e. The Port currently does not utilize a line of credit. However, the Port requests indications tied to an index for the costs associated with a \$5 million line of credit for the General Fund if this financing tool is needed during the contract period. Unless a formal action is approved by The Board of Commissioners to authorize this short-term financing tool, the Port is not under any obligation to pay any fees associated with the

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## General Banking Services

indication.

9. **Sewer Connection Incentive Program (SCIP) Loans (optional banking service)**
  - a. The City issues loans for the Sewer Connection Incentive Program (SCIP loans). The purpose of this program is to safeguard the City's water supply by reducing the number of septic tanks being used in the incorporated area of the City and the unincorporated areas of the County to which the City provides water/sewer/drainage services. These loans can be amortized up to 20 years. Per Vancouver Municipal Code and Council Policy, the interest rate on each loan is tied to the rate of the 20-year municipal bond rate plus 1%. This is a fixed rate loan, and the interest rate is based on this index the day the customer signs the contract for the loan. The City will only loan to current property owners for single family residences. There are several different fees that can be financed, including, but not limited to: the System Development Charge (SDC) fee, a mainline fee, fees for reimbursement contracts, and the finance costs from contractors to hook the system up and decommission the existing septic tank.
  - b. Current practice is that once the customer signs the loan documents, the City records this transaction and places a lien on the property until the loan is paid in full. If customers become delinquent, the City has the ability to shut the water off at the premises (after past due notices, correspondence, and shut off notices are presented to the customer) until the payments are brought current. All customers have the option currently of obtaining loans from other sources or paying for the fees directly.
  - c. The City is interested in receiving proposals to partner with a financial institution to service these loans. A typical loan would range between \$8,000 and \$12,000. Currently the City has approximately 350 outstanding SCIP loans. In the last five years, the City set up new loans ranging from 52 during the lowest year, up to 150 loans in one year. Volumes are dictated by construction of new sewer main lines, and dependent on approved capital budgets at the City.
  - d. Most customers receive monthly invoices and are required to pay monthly. The proposal for this specific work, is considered an optional service, and is not a requirement for the General Banking Services proposal. The City has identified three possible scenarios, but would be interested in other ideas that each financial institution might have.
    - i. Option 1 - The City refers customers to the bank to obtain financing. The rate of the loan would be equal to the 20-year municipal bond plus 1% (or if the bank has a lower interest rate option this would meet Council policy also) for a fixed-rate loan. The City would not have any involvement or legal liability related to any loan, other than referring customers to the bank. The bank would have the legal interest against the customer's property, and would be responsible for the billing and collection process associated with the loan.
      1. If a customer does not meet the bank's credit criteria, these customers would need to be referred to the City for loans. Again, the primary objective is to reduce the number of operational septic tanks within the City and the unincorporated areas that the City provides water and sewer service to.



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- e. Option 2 – The City retains the credit exposure against each parcel. The bank administers the loans (billing and collections) for an added fee paid by the City. This would require the City to account for the receivables, and post payments received by the bank. This money would be deposited in the City's General bank account. Information related to each loan would be required to be accessible electronically in order for the City to update its accounting software system, which may include an interface from the bank's billing system to the city's billing system. If a customer became delinquent, the bank would need to contact the City to pursue collection efforts, up to and including shutting off water at the property address. Describe all fees associated with this work per account. The City would still incur staff time to create contracts, sign customer's, record the lien, set up and post payments, and answer questions from customers, etc. Evaluation would be based on the internal cost to invoice and post payments for each account monthly, versus the cost the bank would charge to perform this same work.
  - i. Option 2 could be set up so that the existing accounts and new accounts are maintained on the bank's/financial institutions platform, rather than using the City's account receivable program. This would reduce dual entry of each invoice and payment, except to record changes to account balances on a summary accounting level, rather than on a detail account level basis. Information would need to be available to the City 6 years after the final payment was received on each customer account, or six years after this information was converted to another provider or back to the City. If properties are sold, the bank would need to calculate the payoff quote for the title company or the customer, and add a reconveyance fee to provide funds for the City to release the lien on the property.
- f. Option 3 – The City invests in software that would automate and streamline existing in-house processes, allowing for less manual entry both from an invoice side and by automating payment processing (i.e. setting invoices up so that payments can be processed through the Remittance Center).
- g. Option 4 – describe other options that may support this activity.

### 10. Compensating Balances

- a. Positive collected balances from each of the County's, the Port's, or the City's accounts will be used to offset banking service charges. The earnings credit allowance on these balances will be a factor in the consideration of awarding this proposal. To the extent that negative collected balances occur on an average monthly basis, the County, the Port, and the City agree to compensate the bank at a rate of interest expressed as a percentage of prime or some other interest indicator acceptable to the County, the Port, and/or the City.
- b. Compensation shall be provided on a direct fee basis with a monthly billing to the Clark County Treasurer's office, the Port Finance Department, or the City Finance Department. Balances maintained at the bank will be credited toward bank charges in the manner expressed below.
- c. The County, the Port, and the City desire is that minimal compensating balances, Zero CD's or a combination there of would be used to offset banking services fees. However, given the current interest rate environment it is recognized payment for banking services may be required. It is the intent of the County, the Port, and the City to remit payment for banking service fees on a quarterly basis should

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compensating balance fail to off-set banking fees. The County, the Port, and the City also request that if the earning credit allowance exceeds service fees, the remaining earnings credit allowance must be allowed to offset fees in the preceding month and continue to off-set banking fees throughout the contract period provide there is sufficient credit to do so.

### **11. Positive pay – paid warrant files**

- a. The County has implemented "Positive Pay" on the County's general accounts for claims warrants, payroll warrants, and treasurer checks. Financial Institutions must provide the County with their accepted format for receiving electronic transmission of a data file which contains information on all warrants/checks issued on the County's general account. Prior to redeeming any warrants/checks, the bank will match the redeemed warrants/checks with the issued warrants/checks, and notify the County of any exception items. The Financial Institution will pay only on items which they have received information on as being valid, outstanding items. This reduces the potential of check fraud.
  - i. It should be noted that the Treasurer has both warrants and Treasurer's checks that are issued by the County. Warrants are issued under the signature of the County Auditor to pay all claims and payroll transactions of Clark County. The Treasurer issues checks to make refunds to taxpayers for overpaid and/or duplicate tax, assessment, and fee transactions.
  - ii. The County may expand positive pay services to its junior taxing districts in addition to the current county accounts. The County has to ensure that this additional service is not cost prohibitive.
- b. The City currently performs reverse positive pay reconciliations in-house but is interested in exploring positive pay in the future depending on the cost of this service. If the City continues to perform reverse positive pay, the bank must have back up plans in place to ensure that information by check number and amount is received by the City each business day prior to 8:30am to ensure time for the City to review that each check debited is valid to pay. If the check is not valid please see section 6(h) for how the paid item return is requested to work.
- c. The Port has implemented "Positive Pay" on the Port's general account, and zero balance accounts for payroll and accounts payables. Financial institutions must provide the Port with their accepted format for receiving electronic transmission of a data file which contains information on all checks issued.

### **12. Investment Sweep Accounts**

- a. Some accounts carry high overnight balances. Preference will be given to financial institutions which have the capability of sweeping idle cash balances into an overnight investment account. The County, the Port and the City are aware of this being done across the United States and will give preference to a Financial Institution offering such a service in an FDIC approved and insurable manner. The sweep account must meet investment requirements per Washington State law (RCW 39.59.030) with respect to public funds. Sweep accounts must be separated with distinct accounts for the County, the Port, and the City. These accounts must also be compliant with the Washington State Public Deposit Protection Commission requirements for public deposits.

### **13. Customer service team and support**

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- a. Provide an account representative who is reasonably available, knowledgeable, and regularly attentive to the account. This account representative must be fully authorized to represent the bank in all areas of the account relationship. In addition, an account representative must be available to answer questions on day-to-day banking transactions. Occasionally, items are posted to the County's, the Port's, and the City's General account which need research. The County, the Port, and the City expect timely response to questions on these research items.

### 14. Overdraft Protection

- a. The financial institution shall provide the County, the Port, and the City with overdraft protection including daylight overdrafts. The financial institution will honor all demands upon the County, the Port, and the City's account(s) including outgoing wire instructions by the County, the Port, and the City. In the proposal, the financial institution shall state the cost of providing the overdraft protection, including, if used, a benchmark on which the financial institution will determine the interest to be charged on overdrafts and what the current rates are. The Financial Institution is required to send wire transfers immediately, and not call to confirm repetitive wires have been authorized, even if the City, the Port, or County account is in a daylight overdraft status.

### 15. Conversion / Migration

- a. If the award of this RFP will require for data to be converted to some other format than the County, the Port, and the City are currently using such conversion needs to be explained in detail and such costs of conversion appropriately disclosed.
- b. Migration and conversion costs may be cost prohibitive to the Port, the County, the City, and the County's junior taxing districts. Describe your institutions ability to provide replacement bank account supplies such as check and warrant stock, deposit slips (MICR encoded), and endorsement stamps at reduced or no cost to the County, the Port or the City.
- c. Please note any conversion credit each bank is willing to quote if they are awarded the contract(s).

### 16. Product pricing

- a. A complete list of services volume data is located in Attachment C (Exhibits / List of Services and associated volume). The County, the Port, and the City have disclosed 2009 banking service activity with annual transaction volumes averaged monthly. Please complete the pricing column available in Attachment C entering your price (cost, rate, and fee) for the given service. If you cannot provide the service, please input as "N/A" for not available.
- b. The County, the Port, and the City request that some discount or credit to analysis fees be given to potentially offset conversion and migration costs. Significant labor costs will be incurred by the County, the Port, and City for banking services migration.

### 17. Merchant Services

- a. **Background Information**
  - i. The City accepts customer payments in a variety of ways – from standard point of sale equipment and phone payments (manual

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and automated via IVR), to various types of software data capture via personal computer, internet-based applications using third party processors, and through pay stations for parking. These methods of payment are easy and convenient for many of the City's customers, both on a one-time, and on a recurring basis. The City's volume of credit and debit card transactions continues to increase every year.

- ii. The County has specific departments that currently use bank provided merchant accounts and hardware for over the counter transactions. Other County departments are using third party payment processors for internet payments, IVR, or other payment solutions.
  - iii. The Port currently does not accept tenant or customer payments by credit card. Approximately 50 percent of payments are made by ACH and the other 50 percent are checks. The Port does not receive any cash payments.
- b. MasterCard and Visa are currently accepted at 12 locations in the City. Utility payments and other miscellaneous payments accepted at Finance are processed using a Customer Information System (Hansen) for walk-in and phone in customers. These credit card payments are settled through a third-party software system called PCCharge. Some of these payments are taken over the telephone with the credit card account number being hand-keyed into the City's receipting system. Utility payments are also accepted through an IVR system and over the internet. These payments settle through a third-party processor called CyberSource. The City's Parks & Recreation department has a POS and on-line payment software system called Class. The payment server for these transactions settles through Verisign. The City's Community Development Department accepts credit/debit card payments over the counter or on-line for simple permits. Over-the-counter payments are processed by a separate stand-alone credit card machine and are not part of the existing cashing system at that location. Community Development also accepts payment over IVR and the web for simple permits. These transactions settle through CyberSource. The City's Parking Services department accepts on-line payments for parking citations and for parking meter fees at one parking garage and at a few on-street parking pay stations. The on-line parking citations settle through CyberSource. Parking contracts with two different pay station vendors. One vendor settles payment batches daily through their internal system, and the batches for credit card payments processed through the other type of pay station has to be settled by Finance using ICVerify. All of these various third-parties settle these transactions daily, and deposit the credit/debit card revenue at the City's General banking account. The responding vendor shall describe its experience with these various third-party settlement companies.
- c. **Objective** – As the use of credit and debit card transactions have increased, the City needs to keep expenses at the lowest level possible for the rate payers and citizens of Vancouver. The selected vendor/financial institution shall support the variety of customer payment methods in a way that simplifies daily reconciliation of transactions. The selected vendor must be able to process transactions and accept settlement files from the City's current systems.
- d. **Minimum Requirements** – Vendors interested in providing a response for this service must 1) have a minimum of three (3) years experience processing credit/debit card records transmitted for processing and settlement from major credit/debit processing networks; 2) Vendors shall at the time of the proposal, have all required licenses, bonding, facilities,

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equipment, and trained personnel necessary to perform the work as required in this section of this RFP; 3) the vendor must be able to provide electronic funds settlement to any financial institution located in Washington; 4) provide on-line daily statements of credit/debit deposits; 5) provide gross settlement using the Automated Clearing House (ACH) to a designated City bank account for all accepted debit/credit card transactions, segregated by merchant number and date; 6) Discount fees and charge backs cannot be netted against deposits; 7) fees are to be billed on a monthly basis to the City; and 8) provide detailed backup for all “miscellaneous credits and debits”.

- e. **Customer Service, Support, and Training** – Vendor shall assign an account representative to the City who will be responsible for coordinating all activities necessary to implement and provide ongoing service to the City, including but not limited to: 1) setting up new merchant accounts; 2) researching and providing transaction history; 3) assisting with equipment and software purchases if the City implements new software systems; 4) notify the City of changes to card processing regulations; 5) notify the City of any data breach; 6) provide training assistance; 7) provide assistance with PCI DSS related issues and equipment compliance upgrades; 8) resolve invoice-related questions; 9) resolve batch settlement and/or bank submission discrepancies; 10) provide technical support to the City; 11) assist the City in any resolutions related to any card association rule changes or alleged violations of any rules; 12) vendor shall conduct semi-annual business reviews with the City, providing an analysis of the utilization of services and any cost reduction opportunities. This may be an on-site meeting at the City; 13) the City desires to receive the best available rate, with as many transactions as possible being coded with the program rate category of either “utility rates”, “public sector” rates, or other similar appropriate clearing level designation. Vendor shall provide adequate coding and monitoring procedures to ensure that the best and appropriate Merchant Category Code (MCC) is assigned to transactions; 14) vendor shall provide training for City staff. This may be by phone, internet training module, and/or written manuals. Training will include but not be limited to topics such as POS terminals, report generation, transaction queries, authorizations, fraud management, retrieval and chargeback handling, and management of interchange qualifications; 15) vendor shall provide ongoing education to City staff to keep them up-to-date with changes that occur in credit/debit card processing, the operating rules, and PCI DSS; and 16) vendor shall maintain PCI compliant equipment and software during the contract period.
- f. **Reporting** – Depending on the City payment method (IVR, CIS, POS), there may be varying requirements in the amount of detail. Reporting capabilities shall be flexible enough to allow City staff to choose the report that meets their individual needs. All reports shall include the time and date of the transaction and the payment method. Daily, weekly, monthly, and annual reports shall have the ability for consolidated roll-up reporting. The vendor, as a response to this section of the RFP, shall provide example reports demonstrating daily, monthly, and annual reports by merchant numbers.
- g. **Payment of Merchant Fees** - 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. Payment will be made preferably on a quarterly basis at the same time the bank analysis fees are paid through the account analysis statement.
- h. **Merchant Services and pricing volume data** – At this time, the City accepts only Visa and MasterCard. The Credit Card Fee Proposal Form

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presents a list of credit card transaction types, as defined by Visa and MasterCard. Corresponding to the transaction types are the City's actual transaction amounts and counts for the year 2009. It is the City's desire to understand the composition of proposed credit card fees. To that end, we have provided dedicated columns for the financial institution to detail out the charged by Visa and MasterCard, the bank and additional row for all other bank fees. Space is provided by each merchant account to provide this information. The total fees charged should include all fees your bank would charge for this level and type of activity and number of merchant accounts. (see Attachment D)

- i. **Web services for payments** – explain what the Financial Institution offers.

### 18. Remote Capture / Remote Deposit

- a. The majority of checks presented for deposit to the bank is paper and are encoded and endorsed. The County, the Port, and the City would like to explore the ability to send deposits electronically. This may include ARC, Back office Conversion, Point of Purchase, and ARC and or Check 21. Including pricing, file specifications, deposit time frames, and a funds availability schedule for each of these types of deposit transactions.
- b. **Cash/Coin deposit systems** – Describe your company's ability to provide deposit credit daily for coin and cash deposited on-site at the County, Port, or City offices using specialized equipment. Provide any specific information relevant to this activity, and describe how this activity might be successfully implemented.

### 19. Remote Disbursement

- a. The Treasurer would like to entertain remote disbursement functionality to enhance the potential float on disbursements presented by this method of check presentment. Financial Institutions providing the most monetary opportunity will be given extra consideration.

### 20. Electronic Payment Consolidation

- a. Currently the County receives a majority of on-line bill payer payments for property taxes in an electronic format with funds deposited electronically to a depository account designated by the County. This service must be able to verify account and payment information to a daily file presented to the bank for validation purposes along with the host file must meet the file layout specifications and defined in Attachment E – section 2 (invoice export and payment import file specifications).

### 21. Continuity of operations, retention, and data recovery

- a. Describe the financial institution's experience over the past 5 years with system outages.
- b. How long did the outage occur and what was the recovery experience?
- c. Describe your financial institution's backup and recovery process.
- d. Describe your financial institution's experience in educating and assisting customers planning for continuity of operations for local and regional disasters and emergency operations.
- e. All transaction images must have a retention period of at least seven (7) years.

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**22. Performance Ratings** – Performance ratings should be disclosed annually, with the County, City, and Port being provided an online link to this information. If this information is not published on the internet, then an annual letter should be sent to each respective entity.

- a. Provide your Community Reinvestment Act (CRA) performance rating and describe your contribution to the local community and list the amounts and who the bank contributed to.
- b. Disclose your credit rating and which approved external credit assessment institution(s) or ECAIS that may have been used for this rating.

**23. Other banking services**

- a. Describe other banking services available or innovative approaches which the Financial Institution believes would be of benefit to the County, the Port, and the City. These services or innovative approaches may be proposed together with any associated charges and quantified monthly benefits to the County, the Port, and the City. The County, the Port, and the City may accept a proposal for basic banking services only, or for basic banking services plus any or all of these services offered by the Bank.
- b. Any other services not indicated in this RFP will be negotiated between the County, the Port, and/or the City and the financial institution awarded the contract.
- c. Use this section to describe any services from requirements above that you have marked as “N/A”, where you feel you have an alternative service or process available that would support the City, the Port, and the County banking activity.

**24. Banking agreements and legal documents**

- a. If your institution has specific agreements that you require your clients to sign and/or complete relating to contracts or other legal documents, please attach these documents to the end of the banking requirements section.

2. County/City/Port Performed Work

The City, the Port, and the County have partnered to complete this request for proposal. Work to date includes:

- Discussions of required general banking services
- Discussions of additional services that could be included within a general banking services agreement.
- Compiled estimated annual banking volumes by service or transaction type
- Set project calendar and associated RFP timelines

3. Deliverables & Schedule

After the negotiation and acceptance of a general banking services contract, the City, the Port, and the County will immediately begin planning any required transition or migration activities. The project schedule will resemble the following:

- Project kickoff meeting (1 business day)
- Project discovery and gap analysis – both the City, the Port, and the County (10 business days)
- Migration planning (15 business days)
  - Data exchange, inclusive of transmitting various files between the City/County/Port and bank. These files may include downloaded daily bank activity files, positive pay transmissions, image files, and other files

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that support general banking services.

- Review for any software compatibility issues between the City/County/Port and the bank.
  - Setting up new accounts as required
  - Closing of existing accounts as required
  - Communication planning for the City/County/Port business partners and stakeholders.
- Go-live planning (ongoing)

The City, the Port, and the County each plan to have separate weekly status meetings for migration activity and planning, as well as joint monthly meetings to discuss project issues.

#### 4. Place of Performance

Contract performance may take place in the City, the Port, or the County facilities, the Proposer's facility, a third party location or any combination thereof. Due to budget limitations and environmental/sustainability considerations, the City, the Port, and County prefer to utilize online meetings as much as possible.

#### 5. Period of Performance

A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on January 1<sup>st</sup>, 2011 and end December 31<sup>st</sup>, 2013.

The City, the Port, and County reserve the right to extend the contract resulting from this RFP for a period of two (2) years, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

#### 6. Public Safety

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposers' employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. The County, the Port or the City project managers have discretion to require the successful Proposers' employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

#### 7. Insurance

##### A. Commercial General Liability Insurance

Prior to the signing of a contract, the contractor(s) selected must show evidence of a certificate of commercial liability for a minimum of \$1,000,000 combined single limit.

##### B. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

##### C. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposers expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence, with a maximum deductible of \$5,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.



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### D. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$ XXX shall be provided and will apply over all liability policies without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers Liability and Professional Liability.

### F. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposers responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's Rating of A-VII or better.

## 8. Plan Holders List

All proposers are required to be listed on the plan holders list.

- ✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

### **Clark County RFP site:**

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion. See Attachment B.

*Proposals received by the County by proposers not included on the Plan Holders List may be considered non-responsive.*

## **Part II Proposal Preparation and Submittal**

### **Section IIA**

### **Pre-Submittal Meeting / Clarification**

#### 1. Pre-Submittal Meeting

A pre-submittal meeting will be held on June 28th, 2010 from 1:00 to 3:00 PST at the Clark County Public Service Center.

1300 Franklin Street  
6<sup>th</sup> floor – Room 679 (Training Room)  
Vancouver, WA 98660

#### 2. Proposal Clarification

Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the Project Manager listed on the cover page and below.

- Questions received through 4:30 PM PST on June 25<sup>th</sup> will be responded to during the Pre-Submittal meeting on June 28<sup>th</sup>.
- Questions received after June 25<sup>th</sup> and prior to 4:30 PM PST on July 15<sup>th</sup> will be compiled, and answers will be published by July 16<sup>th</sup>.
- The deadline for submitting such questions/clarifications is Tuesday July 15<sup>th</sup>, by 4:30 PM PST.
- An addendum will be issued no later than 5 PM PST, Thursday, July 22<sup>nd</sup>, 2010 to

# Request for Proposal # 588

## General Banking Services

all recorded holders of the RFP if a substantive clarification is in order.

Please email all questions and requests for clarification to [michael.fish@clark.wa.gov](mailto:michael.fish@clark.wa.gov)

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

### Section IIB

#### Proposal Submission

##### 1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFP Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

# Request for Proposal # 588

## General Banking Services

### 2. Proposal

Proposals must be clear and as succinct as possible excluding resumes. Your responses to Section IB (Work Requirements) item 1 (required services) for banking requirements should not exceed 75 pages. Proposers who submit more than the pages indicated for Section IB item 1 may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

## Section IIC

### 1. Cover Sheet

### Proposal Content

This form is to be used as your proposal Cover Sheet

See Cover Sheet - Attachment A

### 2. Project Team

Describe the structure of your typical product implementation and production/customer support teams, with an emphasis on conversion or migration activities. List the specific positions/titles within each team and the number of years of banking experience of each member and the number of years each person has been employed with the financial institution.

### 3. Management Approach

Describe your typical project management approach when identifying, recommending, and implementing established or new banking services to a new or existing customer. The City, the Port, and County desire to have a Relationship Manager assigned to each of them. This is to recognize the importance that the County, the Port, and City, as well as the financial institution, place upon having one person who is dedicated and responsible for all facets of the banking relationship for the financial institution. The City, the Port, and County shall have the right to review and accept the Relationship Manager but will not unreasonably withhold agreement regarding who the Relationship Manager will be from the financial institution.

### 4. Respondent's Capabilities

**Company Description** – Briefly describe your institution to include:

- Number of years in business
- Number of employees
- Executive reporting structure

**Products / Services Offered** – list the banking services you have available to include:

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## General Banking Services

- Name of the product
- Description of the product
- Type of market the product has been successfully implemented in
- Attach additional product documentation to the end of your RFP response as 'Additional product information'.

**Reliability and availability of service** – describe your institutions service reliability and availability with regards to the following items:

- Approximate up-time percentage of online services
- Customer service inquiry average response time
- How you provide customer information when critical systems are unavailable for an extended period of time.

**Business References** – List five (5) current customers that are using your services. Government references, clients similar in size and scope to the County, the Port, and the City are preferred. Your response should include:

- Name of customer
- Business reference contact name, phone number, and email address
- Products/Services being used
- Length of time in production

### 5. Project Approach and Understanding

Implementing banking services for governmental agencies is an extremely large undertaking. Describe your typical implementation approach to ensure that service is not compromised from daily processing, while ensuring the accuracy and accountability of banking transactions during a period of migration.

This approach must include addressing the following items:

- Outstanding check and warrant clearing and reconciliation
- How are 3<sup>rd</sup> parties notified of banking information changes? What can the bank do to help this notification process?
- How do we mitigate risk so that electronic deposits are credited to the County, the Port, or City?
- Do you support a rolling or phased implementation/migration, or a one-time implementation/migration? Why?

### 6. Proposed Cost

The quoted prices should be based upon volumes or interest rate charges for each line in the combine account analysis in Attachment C and for the detail requirements sections if their active is not included in the account analysis section. Pricing should be quoted as if contracts are awarded together and/or if they are awarded on a separate basis to different financial institutions.

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General Banking Services

**Part III Proposal Evaluation & Contract Award**

**Section IIIA**

**Proposal Review and Selection**

1. Evaluation and Selection:

Proposals received in response to this RFP will be evaluated by a Review Committee for the City, a Review Committee for the Port, and a Review Committee for the County. Committees will review results and recommendations will be presented to the County Treasurer, the Port Board of Commissioners, and the City Council for final approval.

The City, the Port, and the County each reserve the right to award the contract without the other entities.

2. Evaluation Criteria Scoring

Each proposal received in response to the RFP will be objectively evaluated and rated according a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Ability to meet requirements. All service requirements must be set up and operating on the first day of the bank contract	Up to 35 points
Scope of services offered	Up to 30 points
Service prices	Up to 20 points
Conversion support	Up to 15 points
Total	100 points

Proposals will be evaluated on the quality and completeness of services offered, which results in the most cost effective service to the County, the Port, and the City.

Each proposer is required to submit examples of reports indicated in Required Services. These examples will be used to judge the vendor's ability to conform to the needs of the City, the Port, and County's accounts. Cost to the County, the Port, and the City is based upon a direct fee basis, which, at the County's, the Port's, or the City's option may be combined with compensating balances.

**Section IIIB**

**Contract Award**

1. Consultant Selection

The contract award will not be final until the County, the Port, and/or the City and the prospective contractor have executed a contractual agreement and the County, the Port, and/or the City Council for the City have approved the contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the response to this Request for Proposal, and (d) the budget and payment terms. The County, the Port, and the City will not be responsible for any costs incurred prior to the effective date of the contract. The County, the Port, and the City reserve the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

Limitation

This RFP does not commit the County, the Port, or the City to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies. The County, the Port, and the City reserve the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of the County, the

# Request for Proposal # 588

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Port, and/or the City to do so.

### Cancellation of award

The County, the Port, and the City reserve the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, the County, the Port, and the City reserve the right to limit the period of negotiation to sixty (60) days after which time funds may be de-obligated.

### Administrative requirements

Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC) and the Revised Code of the State of Washington (RCW) and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

## 2. Contract Development

The proposal and all responses provided by the successful Proposer may become a part of the final contract(s).

The form of contract shall be the County's Contract and/or the City's Contract, and/or the Port's Contract for Professional Services, specifically general banking services. A sample banking services contract is located in Attachment F of this RFP.

The County, City, and Port will each require a separate signed contract, even if all parties award contract to the same RFP respondent.

Attachment F: Sample Contract, references all parties in the body of the document. The intent of this sample contract is for language content only.

## 3. Award Review

These proposals shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Proposer considers any portion of any record provided to the County, the Port, or the City under the proposal, whether in electronic or hard copy form, to be protected under law, the Consultant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." By so identifying such record or portion of a record "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET," the Proposer agrees thereby to indemnify and hold harmless the County, Port and City for any court award under Ch. 42.56 RCW to the requesting party(s) of their attorney fees, costs and penalties on account of the County's, City's or Port's alleged delay or refusal to timely disclose the requested records. If a request is made for disclosure of such portion, the County, the Port, and/or the City will determine whether the material should be made available under the Act. If the County, the Port, or the City determines that the material is subject to disclosure, the County, the Port, or the City will notify the Proposer of the request and allow the Proposer ten (10) business days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County, the Port, or the City will release the portions of record(s) deemed by the County, the Port, or the City to be subject to disclosure. The County, the Port, or the City shall not be liable to the Consultant for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Consultant as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee(s) after contract(s) execution.

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## General Banking Services

### 4. Orientation/Kick-off Meeting

Contact negotiations are expected to be completed by September 30<sup>th</sup>, 2010.

A joint kick-off meeting is scheduled tentatively for Tuesday, October 12<sup>th</sup>, 2010 if the County, the Port, and the City award the contract to the same financial institution.

If award is made to multiple institutions, separate kick-off meetings will be scheduled.





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**Attachment B LETTER OF INTEREST**

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email address \_\_\_\_\_

- *All proposers are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.*

*In the body of your email, request acknowledgement of receipt.*

Email Attachment B to: [linnea.larocque@clark.wa.gov](mailto:linnea.larocque@clark.wa.gov)

Clark County web link:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

***This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.***

***Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.***

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 General Banking Services

Attachment C: Exhibits / List of Services and associated pricing

PRODUCT CODE	SERVICE CHARGE  by Product Code	2009 ANNUALIZED ACTIVITY			PROPOSED PRICING Disclose pricing as per item charge, fee, rate, or other
		AVERAGE MONTHLY	CLARK	PORT OF	
		CITY OF VANCOUVE R	COUNTY	VANCOUVE R	
230	FDIC INSURANCE				
10000	ACCOUNT MAINTENANCE				
10020	ZERO BALANCE MAINTENANCE				
10100	DEBITS POSTED ELECTRONIC				
10101	CREDITS POSTED ELECTRONIC				
10306	DIRECT DDA STMT PER ACCT				
10310	FACSIMILE TRANSMISSION				
10500	STATEMENT POSTAGE				
10600	GCS TRANSACTION HISTORY				
10610	MICROFILM COPIES				
10622	CUSTOMER SERVICE CHARGE/ITEM				
25100	ACH MONTHLY MAINTENANCE				
100000	BANKING CENTER DEPOSIT				
100007	QBD/NIGHT DROP DEPOSIT				
100015	COIN/CURR DEP BR				
100040	CHANGE ORDER				
100044	COIN SUPPLIED ROLL				
100049	CURRENCY SUPP/\$100				
100051	DIRECT PREVIOUS DAY EXT ITEM				
100100	VAULT DEPOSITS POSTED				
100119	COIN/CURR DEP VLT				
100143	MANUAL CHANGE ORDER VLT				
100149	CURR PUR STD STRAP VLT				
100210	CKS DEP ON US				
100212	CKS DEP LOCAL CLEARINGS				
100213	CKS DEP OTHER IN DIST				
100214	CKS DEP ALL OTHER				
100215	CKS DEP LOCAL RCPC				
100218	CKS DEP PREM ENDPOINT				
100220	ON-US DEPOSITED ITEMS				
100221	ON-US DEP ITEMS				
100222	LOCAL DEPOSITED ITEMS				
100223	12TH FED DEPOSITED ITEMS				
100224	OTHER FED DEPOSITED ITEMS				
100226	DIRECT SEND DEPOSITED ITEMS				
100228	ENCODING SURCHARGE				
100230	CKS DEP REJECTS				
100400	DEPOSITED ITEMS RETURNED				
100401	RETURNS-SINGLE ITEM ADV				

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PRODUCT CODE	SERVICE CHARGE  by Product Code	2009 ANNUALIZED ACTIVITY			PROPOSED PRICING Disclose pricing as per item charge, fee, rate, or other
		CITY OF VANCOUVER	CLARK COUNTY	PORT OF VANCOUVER	
		R	R	R	
100402	REDEPOSITED RETURNED ITEM				
100500	DEPOSIT ADJUSTMENT				
100501	DEPOSIT CORRECTION-CASH				
100502	DEPOSIT CORRECTION-NON-CASH				
100830	DEPOSIT POLY BAGS				
100840	DEPOSIT SLIP ORDERS				
101021	ZBA SUBSIDIARY ACCOUNT MAINT				
109999	MANUAL ACCOUNT TRANSFERS				
150030	PPAY PARTIAL MAINTENANCE				
150100	GENERAL CKS PAID-NOT TRUNCATED				
150102	GENERAL CHECKS PAID TRUNCATED				
150130	WARRANTS				
150341	OVERDRAFT CHARGES				
150410	STOP PAY AUTOMATED > 12 MONTHS				
150420	STOP PAYMENTS				
150500	NON-CLIENT CHECK CASHING FEE				
150800	CHECKS ORDERED Annualized				
150810	CLARK AMERICAN SUPPLIES				
151350	CD ROM MAINTENANCE				
151351	IMAGE RETRIEVAL BA DIRECT				
151353	CD ROM DISK				
151354	IMAGE TRANSMISSION MO MAINT				
151399	IMAGE ARCHIVE 7 YEARS				
159999	WIRE ADVICE MAIL				
200029	WIRE ADVICE MAIL				
200109	DIRECT PER ACCOUNT FEE				
200120	PARTIAL RECON OUTPUT ITEM REP				
200201	DIRECT PREVIOUS DAY EXT ITEM				
200209	DIRECT PREVIOUS DAY MAINT				
200309	DIRECT CURRENT DAY STD ITEM				
200319	ARP RECONCILIATION REPORTS				
209999	ARP MAIL (COURIER)				
250000	ACH MONTHLY MAINTENANCE (E)				
250100	CONSUMER ON-US DEBITS				
250101	CONSUMER ON-US CREDITS				
250102	CORPORATE OFF US DEBITS				
250107	ACH CONSUMER OFF US CREDITS				
250120	ACH ORIGINATED ADDENDA				
250150	ACH BLOCKS/AUTH INSTRUCTIONS				
250200	ACH DEBIT RECEIVED ITEM				
250201	ACH CREDIT RECEIVED ITEM				

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2009 ANNUALIZED ACTIVITY					PROPOSED PRICING Disclose pricing as per item charge, fee, rate, or other
PRODUCT CODE	SERVICE CHARGE	AVERAGE MONTHLY CITY OF VANCOUVE R	CLARK COUNTY	PORT OF VANCOUVE R	
	by Product Code				
250300	ACH RETURN ITEMS				
250302	ACH RETURN ITEM-NOC				
250323	PAYMODE CON RETURN FEE				
250501	ACH INPUT-TRANSMISSION				
250504	ACH INPUT-PC/DIRECT				
250622	DELETE/REVERSAL BATCH/FILE				
250640	ACH DELETE/REVERSAL ITEM				
250701	ACH OPTIONAL RPTS-FAX				
250800	PAYMODE CON TRANSACTION FEE				
251000	ACH ADDITIONAL SETUPS				
251040	ACH INPUT VENDOR (BATCHES)				
251050	ACH BLOCKS AUTH MAINTENANCE				
251070	ACH NOTIF OF CHANGE (NOC)				
251100	ACH BLOCKS AUTH MAINTENANCE				
251110	PAYMODE CON MTHLY LICENSE FEE				
259999	ACH OPTIONAL RPTS-ELECTRONIC				
260100	CORPORATE ON US DEBITS				
309999	RPO PAYMENT ENTRY (CSR) IMPL				
350103	ELEC WIRE OUT-DOMESTIC				
350113	ELEC WIRE OUT-USD INTL				
350123	ELEC WIRE OUT-BOOK DB				
350300	INCOMING DOMESTIC WIRE				
350320	BOOK CREDIT				
350412	WIRE ADVICE PHONE				
350524	ELEC WIRE OUT-DOMESTIC REPAIR				
350551	CUST MAINTAIN TEMP STORAGE				
359999	DIRECT WIRE MONTHLY MAINT				
400051	DIRECT PREVIOUS DAY MAINT				
400052	DIRECT PREVIOUS DAY MAINT				
400054	DIRECT CURRENT DAY STD ITEM				
400055	DIRECT CURRENT DAY MAINT				
10001A	CURR/COIN DEP/\$100-QBD-ND				
10001Z	CURR/COIN DEP/\$100-BKG CTR				
10011Z	CURR/COIN DEP/\$100-VLT				
1008ZZ	DEPOSIT SUPPLIES				
4000ZZ	DIRECT PER ACCOUNT FEE				

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**Attachment D: Merchant Services and volume data**

Merchant Services	2009 Annualized Total		Please Provide Your Proposed Pricing	
	# of Sales	\$ of Sales	Bundle	Non-Bundle

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**Attachment E: SYSTEM REQUIREMENTS**

**Section 1 - WARRANT REDEMPTION RECORD LAYOUT**

**Section 2 – Electronic payment consolidation**

# Request for Proposal # 588

## General Banking Services

### Attachment F: SAMPLE CONTRACT

#### GENERAL BANKING SERVICES CONTRACT

THIS AGREEMENT is made and entered into \_\_\_\_ day of \_\_\_\_\_, 2010, to become effective on or before January 1, 2011, between the City of Vancouver ("City"), or the Clark County Treasurer ("County"), or the Port of Vancouver ("Port") and under RCW Chapter 36.29 and \_\_\_\_\_ ("Financial Institution").

WITNESSETH: That in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. Description of Work. Financial Institution shall provide the City, County, and/or Port Treasury services in full accordance with all terms and conditions as specified in the Request for Proposal dated \_\_\_\_\_, 2010 and the proposal submitted by the Financial Institution dated \_\_\_\_\_, 2010, signed by \_\_\_\_\_, its authorized representative. The Request for Proposal specifies the services covered by this agreement and are, by this reference, incorporated herein and made a part of this agreement.
2. Time of Performance. The service of the Financial Institution shall commence on January 1, 2011 and, unless extended, shall terminate on December 31, 2013.
3. Compensation. The City, County, and Port shall compensate Financial Institution for such services as in accordance with the amounts specified in the Proposal submitted by the Financial Institution and accepted by the City, County and/or Port.
4. Cancellation of Contract. This Agreement may be terminated by the City, County and/or Port or Financial Institution upon 120 days written notice. This Agreement may be cancelled immediately by the City, County, and/or Port in case such work is not performed in accordance with the laws of the State of Washington.
5. Term. Agreement shall remain in full force and effect until December 31, 2013, unless it is extended for an additional two years by the City or the County, or cancelled in accordance with the provisions in the Proposals or this Agreement.
6. Compliance with All Relevant Laws. Financial Institution agrees to comply with all relevant federal, state, and municipal laws, rules, and regulations.
7. Affirmative Action. Financial Institution agrees to comply with the Equal Opportunity provisions of Executive Order 11246 and all other applicable Equal Opportunity or Affirmative Action laws, and further agrees to comply with the provisions of 41 C.F.R. 60-230.4 and 60-741.4 providing for Affirmative Action for the handicapped and veterans of the Vietnam era.
8. Hold Harmless. The Financial Institution expressly agrees to indemnify and hold harmless the City of Vancouver, Clark County, and the Port of Vancouver all of its/their officers, agents, employees, or otherwise from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of every kind of nature whatsoever arising out of injury to persons, including death, or damage to property, including reasonable attorney's fees, or judgments against them which result from, arise out of services to be rendered or performed by the Financial Institution under the terms of this agreement; PROVIDED, neither party shall be liable for damages resulting from delays or errors of circumstances beyond its reasonable control in its performance under this agreement, including but not limited to, acts of civil or military authority, national emergencies, labor difficulties within and without either party, acts or omissions of third parties, fire, mechanical breakdown, flood or catastrophe, acts of insurrection, war, riots, or failure of transportation, communication or power supply. Notwithstanding the foregoing, the Financial Institution shall exercise such due diligence as is reasonable under the circumstances including, but not limited to, implementing emergency response and business resumption plans to mitigate a financial loss to the City, Clark County, or the Port.
9. Conflict Between Documents. In the event a conflict or discrepancy between the provisions of the Request for Proposal, provisions of this Agreement, or specific service agreements, the provision of this Agreement will be controlling.
10. Independent Financial Institutions. The Financial Institution, its subconsultants, agents and employees are independent contractors performing professional services for the City, Clark County, or the Port and are not employees of the City, Clark County, or Port. The Financial Institution, its subconsultants, agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding, or other benefits afforded to City, Clark County, or Port

## Request for Proposal # 588

### General Banking Services

employees. The Financial Institution, subconsultants, agents and employees shall not have the authority to bind the City, Clark County, or Port in any way except as may be specifically provided herein.

11. Method of Payment. Fees will be paid on a direct fee basis. However, in the event earnings credit exceeds monthly service fees, the excess will be applied towards the following months' fee throughout the life of the contract.

12. Insurance Requirements. By the date of execution of this Agreement, the Financial Institution must provide a certificate of professional liability insurance in the minimum amount of \$15 million dollars.

The Financial Institution shall procure and maintain for the duration of this Agreement, professional liability insurance covering acts which may arise from, or in connection with, the performance of work hereunder by the Financial Institution, its agents, representatives, employees, and/or sub-Financial Institutions. The Financial Institution shall pay the cost of such insurance. The Financial Institution may furnish separate certificates of insurance as evidence of compliance with the insurance requirements of this Contract. This coverage shall be evidenced by a Certificate of such insurance provided to the City of Vancouver, Clark County, and Port.

Financial Institutions must provide a certificate that such insurance coverage is in a minimum amount of \$15 million.

The Financial Institution is to provide the City, Clark County, and Port with their credit rating from A.M. Best Company.

For All Coverages:

Professional Liability insurance policy shall be written on a "claims made" form.

The Financial Institution warrants continuation of coverage, through policy renewals.

By requiring such minimum insurance coverage, the City, Clark County, and Port shall not be deemed or construed to have assessed the risks that may be applicable to the Financial Institution under this Contract. The Financial Institution shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

13. Deductibles and Self-Insured Retentions. Any deductible amounts or self-insured retentions must be declared. The deductible and/or self-insured retention of the policies shall not limit or apply to the Financial Institution's liability to the City and/or County, and Port and shall be the sole responsibility of the Financial Institution.

14. Other Insurance Provisions. The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

a. The Financial Institution's insurance coverage shall be primary insurance as respects to the City, Clark County, and Port, its officers, officials, employees and agents if the Financial Institution is found to be negligent or engaged in a wrongful act. Any insurance and/or self-insurance maintained by the City, Clark County, and Port, its officers, officials, employees or agents shall not contribute with the Financial Institution's insurance or benefit the Financial Institution in any way.

b. The Financial Institution's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with the respect to the limits of the insurer's liability.

c. Coverage shall not be suspended, voided, canceled, reduced in coverage or limits, except by the reduction of the applicable aggregate limit by claims paid. The Financial Institution will provide notice to the City, Clark County, and Port. The Financial Institution will endeavor to provide thirty (30) calendar days prior written notice, to the City, Clark County, and Port.

15. Acceptability of Insurers. Unless otherwise accepted by the City, Clark County, and Port: Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of BBB+.

16. Verification of Coverage. The Financial Institution shall furnish the City, Clark County, and Port with certification of coverage. All documents providing verification of coverage will be signed by a person authorized to bind coverage on its behalf.



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## General Banking Services

17. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

18. Entire Agreement. This Agreement, the Financial Institution's specific service agreements, including the Treasury Services Terms & Conditions (or some other applicable title by the Financial Institution) the Banking Services Request for Proposals issued by Clark County, City of Vancouver, and Port of Vancouver, "Financial Institution's" response to such Request for Proposal, and any amendments made to the RFP response constitutes the entire agreement between parties, superseding any and all previous written and oral contracts and agreements. This agreement may not be changed unless written and accepted by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first indicated above.

FINANCIAL INSTITUTION	CLARK COUNTY	CITY OF VANCOUVER	PORT OF VANCOUVER
<hr/> (Authorized Signatory)	<hr/> Doug Lasher Clark County Treasurer  Approved as to Form Only Arthur D. Curtis Prosecuting Attorney  By _____  Bronson Potter Deputy Prosecuting Attorney	<hr/> R. Lloyd Tyler Financial and Management Services Director CITY OF VANCOUVER  _____  Ted Gathe City Attorney	<hr/> Lawrance L. Paulson Executive Director

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Attachment G: Banking services glossary

INDEX	SERVICE DESCRIPTION	DEFINITION
1	ACCOUNT MAINTENANCE	The per account monthly service charge for maintaining an analyzed account.
2	ACH BLOCKS/FILTERS MAINT	Charge to maintain electronic payment authorization information on the ACH system. Charge is per account.
3	ACH CREDIT RECEIVED ITEM(E)	Per item fee to receive an ACH credit item which was originated by another bank or Proposer Bank account holder.
4	ACH DEBIT RECEIVED ITEM(E)	Per item fee to receive an ACH debit item which was originated by another bank or Proposer Bank account holder.
5	ACH INPUT-TRANSMISSION(W)	Per file fee to process ACH direct deposit entries that were delivered to Proposer Bank via a direct transmission.
6	ACH LV OFF-US ITEMS(E)	Per item fee to originate an ACH item which is destined for a corporate account holder at another financial institution.
7	ACH LV ON-US ITEMS(E)	Per item fee to originate an ACH item which is destined for another Proposer Bank account holder.
8	ACH LV-MONTHLY MAINTENANCE	Monthly fee to maintain a company ID on the ACH system.
9	ACH MONTHLY MAINTENANCE(W)	Monthly fee to maintain a company ID on the ACH system to originate consumer debit entries via Proposer Bank Online ACH.
10	ACH NOTIF OF CHANGE (NOC)	Per item fee for an ACH notification of Change (NOC) item sent by the receiver's financial institution to notify the originator that the information on an ACH transaction is erroneous or has become outdated.
11	ACH ORIGINATED ADDENDA(W)	Per item fee to originate an addenda record accompanying an ACH cash concentration item. An addenda record is an optional ACH record type that can carry supplemental data needed to completely identify an account holder or provide additional information.C179
12	ACH RETURN ITEM	Per item fee for an ACH direct deposit item which is returned because it cannot be posted.
13	ACH STANDARD RPTS-ELECTRONIC	Per report charge for ACH reports that are delivered to the client via Direct or as an electronic file. Standard reports include the 'Return Item Report' (ACH 054), 'Requested Deletes and Reversals Report' (ACH 220) and the 'Reversal Entry Detail List' (ACH 210).
14	BANKING CENTER DEPOSIT	The fee for presenting a deposit to a teller in a banking center for credit to the account and immediate verification of the cash portion of the deposit. This fee is applied per deposit.
15	BOOK CREDIT	The per wire charge to process a transfer received from a customer's account to another Proposer Bank account.
16	CD ROM DISK	Per CD fee for each CD ROM disk created
17	CD ROM MAINTENANCE	CD-Rom monthly maintenance.

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INDEX	SERVICE DESCRIPTION	DEFINITION
18	CD ROM PER IMAGE	Per item fee for CD-Rom.
19	CHANGE ORDER BKG CTR	The fee for receiving and processing a request for coin and/or currency in a banking center or Automated Business Center. The fee is applied per each change order processed.
20	CHECK PRINTING/SUPPLIES	Charge for printed checks ordered by the client through Proposer Bank.
21	CKS DEP ALL OTHER	Transactional charge for processing deposited checks drawn on non-local Federal Reserve District banks. The default tier for any items not assigned to a select price tier.
22	CKS DEP BOFA CLRNGS	Transactional charge for processing local deposited checks drawn on banks which have a direct send relationship from another Proposer Bank capture location.
23	CKS DEP LOCAL CLEARINGS	Transactional charge for processing checks drawn on local clearinghouse member banks.
24	CKS DEP ON BANK	Transactional charge for processing checks drawn on Proposer Bank.
25	CKS DEP OTHER IN DIST	Transactional charge for processing deposited checks drawn on non-local banks in the same Federal Reserve District as the capture site of deposit.
26	CKS DEP PREM ENDPOINT	Transactional charge for processing deposited checks drawn on banks with an extended deadline which have a direct send relationship with the bank of deposit.
27	CKS DEPOSITED FOREIGN ITEMS	Deposit items drawn on a foreign bank charged per item
28	COIN DEPOSIT-NON STD BAG-VLT	The fee to deposit bags of loose coin in less than Federal Reserve standard amounts or mixed denomination delivered directly to a cash vault. This fee is applied per bag in addition to per \$100 charge.
29	COIN SUPP/ROLL-BOX BKG CTR	The fee for supplying a standard box of rolled coin from a banking center. A standard box may contain 25 or 50 rolls, depending on denomination requested. The fee is applied per roll contained in box(es) requested.
30	CONSUMER OFF US CREDITS(W)	Per item fee to originate an ACH direct deposit item which is destined for an account holder at another financial institution.
31	CONSUMER ON US CREDITS(W)	Per item fee to originate an ACH direct deposit item which is destined for another Proposer Bank account holder.
32	CREDITS POSTED-ELECTRONIC	per item charge associated with the posting of a miscellaneous electronic credit item against a depositor's account
33	CREDITS POSTED-OTHER	Charge associated with the posting of non-electronic credits to a DDA account (including check deposits, cash deposits, service chargeable credit memos, etc.)
34	CURR/COIN DEP/\$100-BKG CTR	The fee for counting the cash portion of a deposit made in a banking center. Credit is passed to client's account at the time of processing the deposit for the exact amount of the cash counted. This is known as immediate verification. This fee is applied to each \$100 of cash deposited
35	CURR/COIN DEP/\$100-VLT	The fee for processing the cash portion of a deposit delivered directly to cash vault by client's armored carrier. The fee is applied to each \$100 of cash deposited.

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INDEX	SERVICE DESCRIPTION	DEFINITION
36	CURRENCY SUPP/\$100-BKG CTR	The fee for providing currency requested from the banking center or Automated Business Center. The fee is applied to each \$100 requested.
37	CUST MAINT TEMPLATE STORAGE	The per template charge for repetitive wire templates that are maintained by customers and stored on Proposer Bank systems.
38	DEBITS POSTED-ELECTRONIC	Per item charge associated with the posting of a miscellaneous electronic debit item against a depositor's account
39	DEBITS POSTED-OTHER	Fee to post paper debit transactions with the exception of checks paid.
40	DEPOSIT CORRECTION-CASH	The fee for a discrepancy found between client's declared amount of cash deposited and the amount actually verified by bank. Charge applies to all cash vault and banking center deposits. An adjustment may be in the form of a debit or credit. Clients are notified of the deposit correction within 24 hrs of verification. This fee is applied per deposit requiring adjustment.
41	DEPOSIT CORRECTION-NON-CASH	Charge for processing a debit or credit adjustment to an account resulting from an inaccurate check amount recorded on a deposit slip.
42	DEPOSIT SUPPLIES	The fee for supplies purchased from the bank (i.e. currency straps, coin envelopes, and coin bag tags).
43	DIRECT ACCOUNT TRANSFER	Charge to initiate a transfer between two Proposer Bank accounts for the same client. online banking
44	DIRECT CURRENT DAY MAINT	A monthly maintenance fee charged for access to current day information through online banking.
45	DIRECT CURRENT DAY STD ITEM	A per item charge for each current day transaction detail available to view through online banking. Transactions are items such as wire transfers or an ACH transaction.
46	DIRECT PER ACCOUNT FEE	A monthly charge for each account set up to receive information through online banking.
47	DIRECT PREVIOUS DAY EXT ITEM	A per item charge for each previous day transaction detail available to view through online banking. Transactions are items such as wire transfer, a check, or a deposit. They are stored for twenty-five (25) business days per request from the client.
48	DIRECT PREVIOUS DAY MAINT	A monthly maintenance fee charged for access to previous day information through online banking.
49	DIRECT WIRE MAINTENANCE FEE	Monthly maintenance fee charged per online banking billing ID for clients utilizing the Payments Initiation Service.
50	ELEC WIRE OUT-BOOK DB	The per wire debit fee for an outgoing, electronically initiated wire being sent to another account held at Proposer Bank.
51	ELEC WIRE OUT-DOMESTIC	The per wire charge for an outgoing, electronically initiated, domestic wire being sent to a beneficiary at a bank in the U.S.
52	ENCODING SURCHARGE	Transactional charge for MICR encoding checks.
53	FDIC ASSESSMENT	Quarterly charge for insuring demand deposit with the Federal Deposit Insurance Corporation (FDIC).

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INDEX	SERVICE DESCRIPTION	DEFINITION
54	FULL RECON INPUT ITEM TRANS	The per item charge for each check issue submitted via transmission.
55	GCS TRANSACTION HISTORY	A per call fee for Client Services to provide information on an individual transaction.
56	GENERAL CHECKS PAID TRUNCATED	General disbursement per item fee for truncated checks.
57	GENERAL CKS PAID-NOT TRUNCATED	General disbursement per item fee to process checks against a Controlled Disbursement account
58	IMAGE RETRIEVAL BA DIRECT	A per item charge for each time a user views an image on online banking.
59	INCOMING DOMESTIC WIRE	The per wire charge to receive a Fed wire transfer that was sent from another US bank.
60	OVERDRAWN ITEMS PAID/RETURNED	Charge for overdrawn exceptions (items that are automatically paid due to special features activated on the account, such as the Overdraft Matrix Allowance or Book Overdraft Limit).
61	PARTIAL MAINT	Per reconciliation charge for providing a partial reconciliation in which the Proposer Bank provides the client with paid data on a variety of output media.
62	PARTIAL RECON OUTPUT FILE-TRAN	The per file charge for providing an output file for an account with partial reconciliation services via transmission.
63	PARTIAL RECON OUTPUT ITEM TRAN	The per item charge for providing a partial reconciliation account that also receives an output transmission.
64	PARTIAL RECON OUTPUT ITEM-RPT	The per item charge for providing a partial reconciliation account.
65	POSITIVE PAY IMAGE REQUESTED - DIRECT	The Positive Pay per item charge for each image viewed on online banking.
66	RETURNS-CHARGEBACK	Per item charge for a deposited check which is returned by the payer bank and debited back to the depositor's account.
67	RETURNS-RECLEAR	The charge for redepositing an item which has been returned by the payer bank to the depositor's account. A per item charge.
68	RETURNS-STORE PROCESSING	Items are reported on advices broken down by individual store numbers and are reporting to a single account.
69	STOP PAY AUTOMATED>12 MONTHS	Stop payment requests placed on online banking with duration beyond 1 calendar year.
70	STOP PAY MANUAL<=12 MONTHS	Charge for issuing an order by telephone, fax, or other manual means to stop an item from posting to an account.
71	VAULT DEPOSIT	The fee for processing a deposit delivered to cash vaults by the client's contracted armored carrier. These deposits are processed before daily deposit cut-off deadlines to obtain same day credit. This is fee also applies to deposits made in Automated Business Centers (ABC) and safe drop deposit facilities located in certain banking centers which are delivered directly to cash vault. The fee is applied per deposit processed.
72	WIRE ADVICE-MAIL	The per mail advice charge for a notification by mail of a wire transfer debiting and/or crediting their account.
73	ZBA MASTER ACCOUNT MAINT	Monthly charge associated with maintaining a master account which is used for funding the ZBA subsidiary accounts.

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INDEX	SERVICE DESCRIPTION	DEFINITION
74	ZBA SUBSIDIARY ACCOUNT MAINT	Charge associated with maintaining a Zero Balance Account. ZBA's are designed for companies that require separate accounts for specific cash receipts and disbursements, or for special account arrangements. Electronically linked to a master account & maintains a zero balance.

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Attachment H: Exhibits

1. Line of Credit

a. Road Fund Activity

Date	Road Fund
Mar-09	
Apr-09	
May-09	
Jun-09	
Jul-09	
Aug-09	
Sep-09	
Oct-09	
Nov-09	
Dec-09	
Jan-10	
Feb-10	
Mar-10	

Highest Balance in 2008 Highest Balance in 2007 Highest Balance in 2006
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b. General County Line Activity

Balances include activity for multiple county agencies, departments, or funds including:

- General Fund
- Fair
- Planning and Code
- Child Abuse Intervention
- Community Services
- Workers Comp Insurance Fund
- General Services

Date	Total Outstanding
Jun-08	
Jul-08	
Aug-08	
Sep-08	
Oct-08	
Nov-08	
Dec-08	
Jan-09	
Feb-09	
Mar-09	
Apr-09	

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May-09	
Jun-09	
Jul-09	
Aug-09	
Sep-09	
Oct-09	
Nov-09	
Dec-09	
Jan-10	
Feb-10	
Mar-10	

2. Registered Warrant historical activity

Month Issued	Date Issued	Fund	Fund Description	
Jun-08		1936	Weatherization/Energy	
Oct-08	10/24/2008	1011	Planning and Code	
Nov-08	11/28/2008	1011	Planning and Code	
Dec-08	12/22&12/23	6128	Camas SD 117	
Jan-09	1/31/2009	1011	Planning and Code	
Jan-09	1/31/2009	1936	Weatherization/Energy	
Jan-09	1/31/2009	6131	SD 119 General Fund	
Feb-09	2/11/2009	6131	SD 119 General Fund	
Feb-09	2/19/2009	5093	Central Support Services Fund	
Mar-09	3/31/2009	5093	Central Support Services Fund	
Apr-09	4/30/2009	1932	Community Services	
Jun-09	6/30/2009	6131	SD 119 General Fund	
Aug-09	6/30, 8/19, 8/24	6131	SD 119 General Fund	
Sep-09	9/17, 22	6131	SD 119 General Fund	
Sep-09	9/25, 29	5093	Central Support Services Fund	
Sep-09	9/25, 26,27	0001	General Fund	
Jan-10	1/14, 20	6131	SD 119 General Fund	
Feb-10	1/14, 20; 2/28	6131	SD 119 General Fund	
Mar-10	2/28	1933	Prevention	