



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000

www.wheaton.il.us

Banking Services

Requesting: Formal Request for Proposal (3 originals compiled as described within)

Issue Date: March 21, 2016

Mandatory Pre-Bid Meeting: none

Last Date for Questions: Monday, March 28, 2016 end of business

Response Required: Monday, April 11, 2016 prior to 10:00am local time

List of Proposers published: Monday, April 11, 2016 end of business

Location: City Hall Council Chambers; 303 West Wesley St.; Wheaton, IL

Enclosures: Request for Proposal
Appendices
*Forms Provided for Submitting this formal Offer**
Price Proposal Page
Certification of Compliance
Customized Mailing Label for Sealed Submittal
Agreement Document (if you are awarded the work/order)
Standard Professional Services Agreement

Note: Illinois Prevailing Wage Act 820 ILCS does not apply

All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibitive.

Contacts for this proposal:

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; JSchouten@wheaton.il.us

CITY OF WHEATON



REQUEST FOR PROPOSAL

BANKING SERVICES

PROPOSALS ARE DUE AT THE FOLLOWING ADDRESS NO LATER THAN 10:00 A.M. CST ON
APRIL 11, 2016

JOAN SCHOUTEN
PROCUREMENT OFFICER
CITY OF WHEATON
303 W WESLEY STREET
WHEATON, IL 60187
PHONE: (630) 260-2184
FAX: (630) 260-2017

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE CITY OF WHEATON ON OR
BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE
RESPONDENT.

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**CITY OF WHEATON
REQUEST FOR PROPOSAL
BANKING SERVICES**

The CITY of WHEATON, Illinois (“the CITY”) invites qualified commercial financial institutions to submit proposals to provide banking services to the CITY based upon the scope of work contained in this RFP. The intent is to select a financial institution(s) to provide some or all of the requested services.

The CITY’s objective is to maximize interest earned/earnings credit, minimize banking costs and improve operational efficiency through the use of technology and the internet. The scope of services will include, but is not limited to, general account services, reconciliation, information reporting, electronic fund transfers, controlled disbursement, lockbox, business continuity, returned items processing and image capture. Optional services of significance include merchant card services, positive pay services, purchasing/procurement card services, custodial services and other service enhancements.

Responses to this RFP should address the criteria specified and must be submitted no later than 10:00 a.m. on, April 11, 2016. Any proposal received after the submittal deadline will be returned unopened. The proposal must be submitted in a sealed envelope, clearly identified as “Proposal – Banking Services” to Joan Schouten, Procurement Officer, CITY of WHEATON, 303 W Wesley St., WHEATON, IL 60187. Applicants assume all costs associated with submission of the proposal. A corporate official legally authorized to bind the bank must sign the proposal. The CITY reserves the right to extend the dates for proposal submission as well as the length of the inquiry period.

Questions or clarifications about this RFP must be submitted in writing by mail or e-mail no later than Monday, March 28 2016, to the Procurement Officer, 303 W Wesley St., WHEATON, IL 60187 or e-mail jschouten@wheaton.il.us. The responses to any questions/clarifications will be sent to all prospective proposers in the form of an addendum.

The CITY of WHEATON reserves the right to accept any proposal deemed to be in the best interest of the CITY or waive any informality in any proposal. The CITY also reserves the right to reject any and all proposals.

1. INTRODUCTION

The CITY of WHEATON has long been committed to excellence in fiscal administration striving for the highest standards of performance and accountability. As part of its continuing efforts to ensure excellence in financial management, the CITY is inviting competitive proposals from qualified and experienced financial institutions to administer the deposit of CITY funds and other banking services.

We encourage you to be creative and educational in your responses. While your format must be consistent with the requirements of the RFP, if you believe that your proposed solution(s) or service(s) would be beneficial to the CITY, we invite you to offer them as a supplemental attachment.

2. GENERAL INFORMATION

I. HISTORICAL DATA & INFORMATION

The CITY currently has account relationships with various financial institutions and investment pools. Our average monthly volume is listed in Attachment 2.

II. ACCOUNT STRUCTURE

The CITY will require the following separate accounts:

- a. Concentration (Compensating Balance Account)
- b. Payroll (ZBA)
- c. Depository (ZBA)
- d. Disbursements (ZBA)

The Payroll, Depository and AP accounts will be set up as ZBA, with daily funds transferred into the Concentration account.

III. CONTRACT TERM

Proposals for depository services for a five year agreement are being sought, with an option for three additional years, at the CITY's request. Upon selection of the vendor(s), the CITY and the vendor(s) will enter into a contract for a period of five years, with an option for an additional three years, beginning June 1, 2016 and ending on May 31, 2024.

All costs will remain fixed for the first three years of the contract. Price adjustments may be made for the fourth through eight years of the contract, but may not exceed the lesser of 3% or the rate of inflation for the Chicago metropolitan region to be determined using the Consumer Price Index as of March each year (March 2019 for the year beginning 6/1/2019, March 2020 for the year beginning 6/1/2020). If the Bank proposes to fix costs for the entire eight year period, this should be indicated on the Cost Proposal Form(s).

IV. PROPRIETARY INFORMATION

All proposals submitted to the CITY of WHEATON in response to the Request for Proposal for banking services will be considered non-proprietary and subject to the Public Records Act. Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so will be an indication to the CITY that your response is a public record.

V. COSTS IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP, including but not limited to, the written response, electronic media submissions, oral presentation materials, additional information requested by the CITY to clarify responses, and other material that is used as part of the RFP process, shall be the sole responsibility of the responder to the RFP.

VI. AWARD

The successful proposer will be required to enter into a written agreement with the City in a form acceptable to City legal counsel. Attachment 8, to this RFP, is an acceptable written agreement for banking services prepared by the City. This banking services agreement incorporates the City's Request for Proposal as Exhibit 1 and the Proposal as Exhibit 2. The successful proposer should add or modify the language in Attachment 6, if deemed necessary to meet the requirements of the Proposer. The City reserves the right to accept or deny changes to the agreement.

VII. PROTESTS

Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest. Protests involving the solicitation process must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.

Protests must include the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation.

A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Bidder filing the protest. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.

Upon receipt of the notice of protest, the Procurement Officer shall stop the award process. The Procurement Officer will rule on the protest in writing within two business days from receipt of the protest. Appeals of the Procurement Officer’s decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal. The City Manager’s decision is final.

3. PROPOSAL PROCESS AND TIMETABLE

The CITY has developed a timeline for the RFP that takes into account the amount of effort required for the proposers to respond and satisfactory time for the CITY to properly review the responses and ensure each proposal is reviewed thoroughly on its merits and cost efficiency. Detailed below are the steps of the submission and the anticipated schedule (all dates are subject to change).

I. RFP PROCESS CALENDAR AND SUBMISSION DEADLINES

<u>DATE</u>	<u>EVENT</u>
March 21, 2016	Release of RFP
March 28, 2016	Submission of RFP Questions
April 11, 2016	Proposals due by 10 a.m. to the Procurement Officer
May 9, 2016	Recommendation to CITY Council
May 16, 2016	Final Award
June 1, 2016	Start of new Contract

II. RFP POSTPONEMENT/CANCELLATION/REJECTION

The CITY may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or waive any irregularities in this RFP, or in any proposals received as a result of this RFP.

III. PROPOSERS QUESTIONS

Any CITY response to questions submitted in writing will be provided to all parties that were issued the RFP no later than ten (10) calendar days prior to the due date of the proposal, and will become part of the RFP.

IV. PROPOSAL ACCEPTANCE PERIOD

It is understood that, upon submission of the proposal, the fees and interest rates proposed will be valid for a period of ninety days after submission.

V. TERMINATION OF CONTRACT

Either party may terminate this agreement by giving the other party no less than six months written notice. If the Bank terminates the contract prior to the expiration of the term, the Bank shall reimburse any cost incurred by the CITY to transition to another banking institution.

4. PROPOSAL SUBMISSION REQUIREMENTS

I. SUBMITTAL RULES

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

Proposers may not contact any CITY of WHEATON official, employee, vendor or customer to gather information about this RFP. All questions about the RFP must be submitted in writing to Joan Schouten, Procurement Officer.

a. Cost Schedule

The Proposer's cost schedule shall be submitted at the same time and at the same location as the proposal. All costs are to be contained in the proposal and shall also include payment terms required for services rendered.

b. Conflict of Interest

All Proposers must disclose with the proposal the name(s) of any corporate officer, director, agent or immediate family member (spouse, parent, sibling, and child) who is also an employee of the CITY of WHEATON.

c. Relationship to the CITY of WHEATON

It is the intent of the parties hereto that the successful Proposer be legally considered to be an independent contractor and that neither the Proposer nor the Proposer's employees and agents shall, under any circumstances, be considered employees or agents of the CITY.

d. Financial Strength and Stability

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required therein. Qualified proposing financial institutions must submit financial statements for the past two fiscal years. These statements must also include an auditor’s unqualified opinion and appropriate notes to the financial statements.

Any Proposer who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a merger, reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

e. Incorporation of RFP/Proposal

This RFP and the Proposer’s response, including all promises, warranties, commitments and representations made in the successful proposal, may become binding contractual obligations and may be incorporated by reference in any agreement between the CITY and the bank.

f. Acceptance of Gifts, Favors, Services

The Proposer shall not offer any gratuities, favors, or anything of value to any official, employee, or agent of the CITY, for the purpose of influencing consideration of this proposal.

II. RESPONSE FORMAT

Proposals must include documents satisfying all requirements outlined in this RFP. Proposals which do not include all required documentation, or which do not have the appropriate signatures on each document requiring signatures, may at the CITY’s discretion, be deemed non-responsive. Non-responsive proposals will receive no further consideration.

The CITY has made every effort to include enough information within the RFP for a qualified financial institution to prepare a responsive proposal. The CITY encourages institutions to submit the most comprehensive and competitive proposal possible. The CITY will not accept brochures, appendixes, or marketing materials as an RFP response for any question.

Each respondent must submit three (3) copies of the proposal on 8 ½” x 11” paper and bound in a three ring binder. In addition, one copy must be submitted in an electronic format and included with the original RFP. Spreadsheets or other technical

documentation that requires larger paper may be included in the proposal. Each proposal must contain the following information and the cost proposal.

a. Proposal Checklist

A checklist has been provided to assist the proposer in submitting the required documentation for the RFP in the correct order (Attachment 1). The checklist is attached to this RFP and must be signed by an official representing the bank and submitted along with the proposal. RFP responses must be in the order indicated on the checklist with the same headings as used on the RFP.

b. Table of Contents

Please outline in sequential order the major areas of the proposal, including enclosures. All the pages in the proposal must be consecutively numbered and correspond to the Proposer's table of contents.

c. Proposal Cover Letter and Executive Summary

An introductory letter on bank letterhead indicating the name of the bank, contact person, phone, fax, e-mail, type of business entity, and a short statement summarizing the strengths of the bank/team as it relates to this RFP must be submitted with the proposal. The executive summary should include the following statement: "Proposal and costs shall be valid and binding for NINETY (90) calendar days following proposal due date, and that this offer will not be withdrawn or modified during this time." The letter should be signed by an authorized individual of the bank.

The cover letter should be addressed to:

Robert Lehnhardt, Director of Finance
CITY of WHEATON
303 W Wesley Street
Wheaton, IL 60187
rlehnhardt@wheaton.il.us

d. Corporate Structure

Please provide the following information and limit the responses to no more than four (4) pages for items 1 thru 7.

1. Bank's complete name, address, telephone number, fax number, and e-mail address.
2. Name and title of primary relationship officer.
3. Describe your bank and any related affiliates, including the ownership structure of your institution, and how this relates to the parent organization and any related affiliates (if applicable).
4. Provide an overview of the bank, its line(s) of business and customer service philosophy. Identify the primary office to which the CITY will be assigned.
5. Briefly describe the bank's government banking services philosophy and its level of commitment to providing this service to public entities in the context of the overall corporate strategy.
6. Describe any organizational changes that occurred or were announced over the past three years (e.g., mergers, acquisitions, structural changes, departures of key personnel). How does the firm plan to integrate these changes into its current organization? What will be the impact of these changes on client relationships?
7. Describe the bank's financial condition. Provide copies of the banks audited annual reports for the last two complete fiscal years. Provide current credit ratings, i.e. Moody's, Fitch, S&P.
8. Within the past three years, has the bank or an officer or principal of the bank been involved in any litigation, legal proceedings, or investigations by a regulatory authority? If the answer is yes to any of these questions, please give a detailed explanation and the current status.
9. Please provide an organization chart outlining the relationship and reporting hierarchy of the bank and also the government banking services division.
10. Please provide a copy of the following:
 - i. Most recent Quarterly Call Report
 - ii. Current Community Reinvestment Act (CRA) Rating. All proposers are required to submit their latest CRA rating as it related to the Wheaton community with their proposals.
 - iii. List of current government clients in the State of Illinois

e. Administration and Staffing Plan

Please provide the following information and limit the response to no more than three (3) pages.

1. How many staff members will be solely dedicated to the delivery of banking services to the CITY? Please include a brief background statement on the staff members that will be assigned to the CITY's account and a list of their experience in servicing both corporate and government clients.

2. How many clients besides the CITY will be assigned to the relationship manager?
3. Provide a list of the number of terminated relationships in the last three years and reasons why.
4. How much training does the bank relationship officer and support staff receive each year?
5. How does your bank measure quality and customer service?
6. Does the bank offer educational sessions, user conferences, etc. for clients? If yes, please list the types and methods of these educational offerings.

f. Samples

Please provide samples of the following documentation.

1. Wire transfer and ACH agreements and forms
2. Signature cards
3. System authorization forms
4. System security policy
5. Lockbox services instructions
6. Merchant card services agreements and current VISA/MC interchange rates
7. Contract for Deposit of Monies
8. On-line Capabilities and Design
9. Securities Holding Statement
10. Consolidated Statement of Holdings
11. Trading Authorization Forms
12. Standard Custodial Service Agreement
13. Collateral Agreement

g. References

Please provide six (6) references (a minimum of three (3) must be governmental accounts) to which the proposer is currently providing banking services. Include the following listing with your proposal.

1. Contact Name
2. Title
3. Name of Customer
4. Address
5. Telephone Number
6. Fax Number
7. E-mail Address
8. # Years as Customer
9. Services Utilized

III. COST PROPOSAL

The cost proposal must be completed using the attached (Attachment 2) Excel worksheet titled: "CITY of WHEATON 2016 Request for Proposals Banking Services – Pricing Schedule". The cost proposal should be submitted in a separate envelope.

In addition, the proposer should include as part of the total price the cost of any services not itemized on the cost proposals which the Bank feels should be included. If not included, the CITY assumes there is no charge. Volume discount prices may be indicated if applicable.

5. STATEMENT OF WORK

The RFP includes required and optional services needed by the CITY. The CITY reserves the right to select multiple banks to provide all or some of the required and optional services. You must make a proposal on the required services to be considered for selection. You may make a proposal on all or some of the optional services. The CITY strongly urges each respondent to submit responses for the optional services being considered by the CITY of WHEATON.

I. REQUIREMENTS

a. Community Reinvestment Act

In order to be considered for this RFP, your bank must have a current "Satisfactory" or above CRA rating. Please provide a statement indicating your current CRA rating and your ratings for the past five years.

b. Branch Location

In order to be considered for this RFP, your bank must have a full service branch within the corporate limits of the CITY of WHEATON. The City currently makes daily deposits of checks, currency and coin.

c. Total Solution

In order to be considered for this RFP, your bank must have the capacity of providing all "Required Services" internally. The City prefers that the responding bank provide services without the use of joint ventures, consortiums or contract service providers because of control issues. The City will determine the acceptability of any arrangements with the objective of the RFP being the "total solution".

d. Insurance Coverage

In order to be considered for this RFP, your bank must provide a summary of fidelity bond coverage, errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverage the organization carries and a Certificate of Insurance (Contract Addendum 1 and 2).

e. General Account Services

1. The CITY at its discretion may maintain large balances on deposit. Please provide your current earnings credit rate offered to public funds depositors and the basis for this rate (90-day T-Bill, LIBOR, etc.). The earnings credit rate must be available by the first day of the month to which it applies. Also, include your earnings credit rate for the past 12 months.
2. The CITY's accounts must be established as zero balance accounts which sweep from a concentration account to cover checks presented. At the close of business, the concentration account must sweep to an overnight repo account to earn interest at all times.
3. All CITY accounts, including any interest bearing accounts, must be included on the account analysis.
4. Please indicate what type of services can be billed to account analysis for the CITY of WHEATON in addition to standard banking charges.
5. There will be no charges for overdrafts. The bank will notify the CITY immediately to resolve the issue.
6. What does the bank charge for FDIC premiums and how is the charge calculated?
7. The bank must agree to maintain collateralization of deposits. The amount of collateral provided will be not less than one-hundred-two percent (102%) of the fair market value of the net amount of public funds secured. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the CITY of WHEATON and they will allow for an exchange of collateral of like value. Monthly reports detailing the adequacy of collateral must be supplied by the bank within two (2) business days of the close of each month to Robert Lehnhardt, Director of Finance, via email rlehnhardt@wheaton.il.us.

f. Depository Accounts

1. Please identify the location of the cash vault, check processing center, and any other locations where the CITY's deposits will be received and recorded.
2. Please describe your requirements for depositing various types of negotiable instruments including, but not limited to, the following:
 - Currency

- Coin
- Checks
- Non Domestic Items
- Money Orders
- Cashier's Checks
- Drafts
- Stocks
- Bonds

3. What is your availability schedule for the various types of deposits (currency, coin, checks, drafts, foreign items, cashier's checks, other remote deposit items, money orders, merchant cards, ach, wire, etc.)?
4. What are the restrictions on coin deposits and the requirements for processing coin?
5. Returned items shall be re-deposited a second time before being returned to the CITY. No fee shall be charged by the bank for automatically re-depositing these items the first time.
6. The CITY requires that all disputed items involving debit and credit adjustments be resolved by the end of each CITY fiscal year (April 30th). What is your process for ensuring timely resolution of outstanding items?
7. Deposit discrepancies, must be brought to the attention of the Assistant Director of Finance, Accountant, or their designee on the same day the discrepancy is found. What is your process for communicating discrepancies in order to correct the error?
8. Research services such as scanning, microfilming, and other balance inquiries will be performed at the request of the Finance Director or other Finance Department personnel. Such charges, if any for those services will be included in the monthly billing statement. Please indicate the per request fee for this service.
9. Please provide all costs, including maintenance fees, associated with a direct debit program for utility payments.

g. Account Reconciliation

1. The CITY requires that the bank be able to model the CITY's current bank account structure (Attachment 3).
2. The CITY currently receives a CD ROM containing cleared check images and check data which is imported into its financial software (MUNIS) and used to clear checks issued from the disbursement and payroll accounts. Please indicate your ability to provide this information on a monthly basis.
3. Please indicate your ability to process check stop payments online.

h. Information Reporting

1. The CITY requires the bank provide online information reporting through HTTPS or another secure environment utilizing digital certificates for individual users or another token type security and password protected environment. Please include a brief statement describing your bank's online reporting system including security features. Also include any major enhancements to the system scheduled for the next three years.
2. Please list any other online systems that interface with your primary reporting systems or other systems that provide online reporting outside of your primary online reporting system.
3. The CITY requires that all CITY banking transactions be viewable online including but not limited to the following:
 - Images of paid items
 - Images of returned items
 - Notifications for wire and ACH transaction exceptions as they may apply
 - Downloadable reports
 - Export of images
 - Query of individual items by amount, date, transaction type, etc.
 - Creation of templates for wire initiation
 - Audit reports for users
 - Previous day reports
 - Current day reports
 - Wire and ACH reports
 - Returned item reports
 - Exception reports
 - Lockbox reports and images
 - Account analysis
 - Bank statements
4. Please indicate the time of day and types of reports that are available online to the CITY, along with the amount of time that transaction history remains available on your banking website for query purposes.
5. Please describe your policy on the delivery of hard copy/electronic statements, including account analysis.

i. Electronic Fund Transfers (EFT)

The CITY requires that the bank provide wire, ACH and other electronic transfer services. The bank must be both a "sending" and "receiving" bank on the Automated Clearing House system to accommodate a payroll direct deposit program, a utility billing electronic payment collection program as well as

future revenue collection systems. The City also pays the balance of monthly credit card purchases and insurance premiums using ACH.

1. Please describe your bank's current electronic payment services available to the CITY. Does your bank utilize the same system to process wire and ACH transactions?
2. Please describe how your bank processes on-line utility bill payments originated with a check from a customer's bank account (E-lockbox). What is the process and timeline for transmitting an electronic file to the CITY? What information is included in the electronic file?
3. What are the security/control features available to the CITY for the creation of non-repetitive and repetitive wire transfers? What are the security/control features for creating single ACH and batch ACH transactions?
4. What are the daily cutoff times for processing wire and ACH transactions?
5. Describe the protocol for initiating wires over the phone (oral wire transfers). What security measures are required to process an oral wire transfer?
6. What is the process for retrieving a wire or ACH transaction if there is a CITY error in processing a fund transfer? What is the process for retrieving a wire or ACH transaction if there is a bank error in processing the fund transfer?
7. Please describe the bank's process for payroll direct deposit files including transmission deadlines and alternatives to file processing due to errors or technical problems.

j. Lockbox Services

1. Please describe your lockbox service.
2. Describe your ability to provide lockbox information in a file transfer that includes both data and images.
3. What information can be captured at the lockbox processing location including keying of data unique to the type of deposit such as check images, coupons, envelopes and other information that may be required by the CITY to be included in the data transmission.
4. Please indicate the float times associated with processing lockbox deposits. When will the CITY receive credit for lockbox deposits? The CITY requires a 24-hour turn around for lockbox deposits.
5. What are the lockbox processing deadlines?
6. What is the error rate per 1,000 items processed?
7. Explain when charges for rejects will be made by the Bank and the amount of the charge.
8. Explain how you handle online bill pay checks that do not have a water billing coupon/bar code to scan?

k. Business Continuity/Security

1. Provide a copy of the bank's current disaster recovery/business continuity plan and how that plan provides for the uninterrupted delivery of financial information to the CITY of WHEATON.
2. Please describe the redundancy measures that are in place to protect the CITY's bank information in case of a system failure. In case of a system failure, how long will it take the bank to provide the CITY with its banking information? Please provide a list of the number and length of time of outages in the past two years and the reason for the outage.
3. Describe the security in place to protect customer information stored on your network (i.e. credit card numbers, bank account numbers, social security numbers, etc.)
4. Describe the disaster recovery/business continuity services that the bank could provide the CITY employees in case of an emergency. This explanation should include the ability for CITY employees to utilize a bank facility to conduct daily work including information reporting, electronic fund transfers, etc.
5. Describe any other services that might help the CITY provide services with minimum interruption, e.g. lines of credit, mobile banking, etc.

II. OPTIONAL SERVICES

a. Merchant Card Services

1. Please provide a brief description of your merchant card services. The CITY of WHEATON requires that the merchant card services provider be able to provide over-the-counter transactions through terminals including debit cards and online payment services.
2. Describe your online reporting capabilities. Will users be able to drill down into individual transactions by merchant account? What types of reports are available to view merchant card transactions? Can the user create custom reports?
3. How are chargeback's processed?
4. When will the CITY receive credit for merchant card deposits?
5. Briefly describe your customer service standards for merchant card processing and review.
6. Describe your minimum technology standards for processing credit cards including complying with the Payment Card Industry (PCI) standards for the major types – Visa, MC, AMEX, and Discover
7. Briefly describe your process for complying with the Payment Card Industry requirements.

b. Positive Pay Services

The CITY may choose to utilize positive pay for certain CITY accounts. If the proposing bank has the ability to offer this service, the cost of this service and service fees, if any, must be outlined on the cost proposal form. Additional information such as the process for identifying, reporting and clearing exceptions should be described.

c. Custody Services

What safekeeping or custodial arrangements are available for investments purchased by the City of Wheaton, either from the bank or another provider? What reports will the bank provide indicating holdings in safekeeping or custodial services? This service is just for custodial purposes only and we are not seeking investment management at this time.

d. Purchasing/Procurement Card

The CITY of WHEATON currently utilizes a Purchasing card program available to employees in the organization. If the proposing bank has the ability to offer this service, the cost of this service and service fees, if any, must be outlined on the cost proposal form. If a rebate program is offered, describe the program and rebate levels. Additional information such as the reporting formats available must be submitted along with the Proposal. Electronic download must include the merchant ID number.

e. Service Enhancements

Please describe and include associated costs for any services or enhancements, not already included in the RFP, which would improve the effectiveness of the CITY's treasury operations. Please include your experience in providing these services to governmental agencies.

6. IMPLEMENTATION PLAN

The CITY requires a smooth and efficient transition to a financial services provider or enhanced service with its existing provider. Please provide a sample implementation plan that describes the bank's process for transitioning the CITY from one bank to another. This plan should include the following information.

1. Timeline in weekly increments with major implementation milestones
2. Description of conversion team and responsibilities of each member
3. Responsibilities of the CITY during the transition
4. Any costs that may be associated with the transition
5. Training that will be provided to Finance employees and CITY employees as necessary
6. How the bank will handle day-to-day problem resolution during the transition including customer service contacts for all types of bank services – deposit account setup, electronic fund transfers, merchant cards, lockbox, remote deposit, system implementation, etc.

7. PROPOSAL EVALUATION PROCESS AND SELECTION CRITERIA

An evaluation committee, determined by the Director of Finance, will meet to evaluate each proposal in accordance with the requirements of the RFP. The evaluation committee may request that proposers provide additional information concerning their RFP. This information, if requested, must be submitted in writing to the committee within five (5) days of the request. The evaluation committee will base its recommendations on the following factors:

- Completeness of response to all required response items on the standard forms provided.
- Consideration given for the ability to provide the optional services in Section II in combination with the required banking services.
- The proposed fees for services, in the judgment of the CITY, which will provide the most comprehensive service at the most reasonable cost.
- The quality of the Proposer's technology solutions for processing and reporting financial transactions including ease of navigation, seamless integration of multiple system interfaces, timeliness of information reporting, and system(s) stability.
- Best availability schedule for the various types of deposits (currency, coin, checks, etc.).
- Best rate of interest paid on accounts.
- Best earnings credit rate (ECR) on compensating balances.
- Accessibility, availability and professional qualifications of the individuals that will be assigned to the CITY's banking relationship.
- Other criteria as deemed necessary by the evaluation committee.

The Evaluation Committee will present their recommendations to the City Manager. The City Manager may request the Evaluation Committee provide additional information to support their recommendation including requesting proposers for additional information or an oral presentation. After any additional information or presentations have occurred, the Finance Director will make a recommendation to the CITY Council for approval.

The CITY Finance Director or designee and the successful proposer will negotiate final terms and execute a contract to provide the CITY of WHEATON with banking and related services. Failure to reach an agreement may result in the CITY Finance Director entering negotiations with another Proposer.

8. ACKNOWLEDGEMENT OF ADDENDUMS

If addenda to this RFP are created, the form listed as Attachment 4 will be required to be included in the RFP submission package as acknowledgement of receipt of the additional information and inclusion in the proposal.

9. NOTICE OF ATTACHMENTS TO REQUEST FOR PROPOSAL

ATTACHMENT 1	RFP CHECKLIST
ATTACHMENT 2	2016 REQUEST FOR PROPOSAL BANKING SERVICES- PRICING SCHEDULE
ATTACHMENT 3	BANK ACCOUNT CASH FLOW STRUCTURE
ATTACHMENT 4	ACKNOWLEDGEMENT OF ADDENDUMS REQUEST FORM
ATTACHMENT 5	BANK FEES EXPLANATION
ATTACHMENT 6	BANKING SERVICES AGREEMENT AND INSURANCE REQUIREMENTS
ATTACHMENT 7	GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS
ATTACHMENT 8	CERTIFICATION OF COMPLIANCE
ATTACHMENT 9	SEALED PROPOSAL LABELS

RFP CHECKLIST

Signature of Banking Officer: _____

Date: _____

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CITY OF WHEATON
 2016 REQUEST FOR PROPOSALS BANKING SERVICES-PRICING SCHEDULE

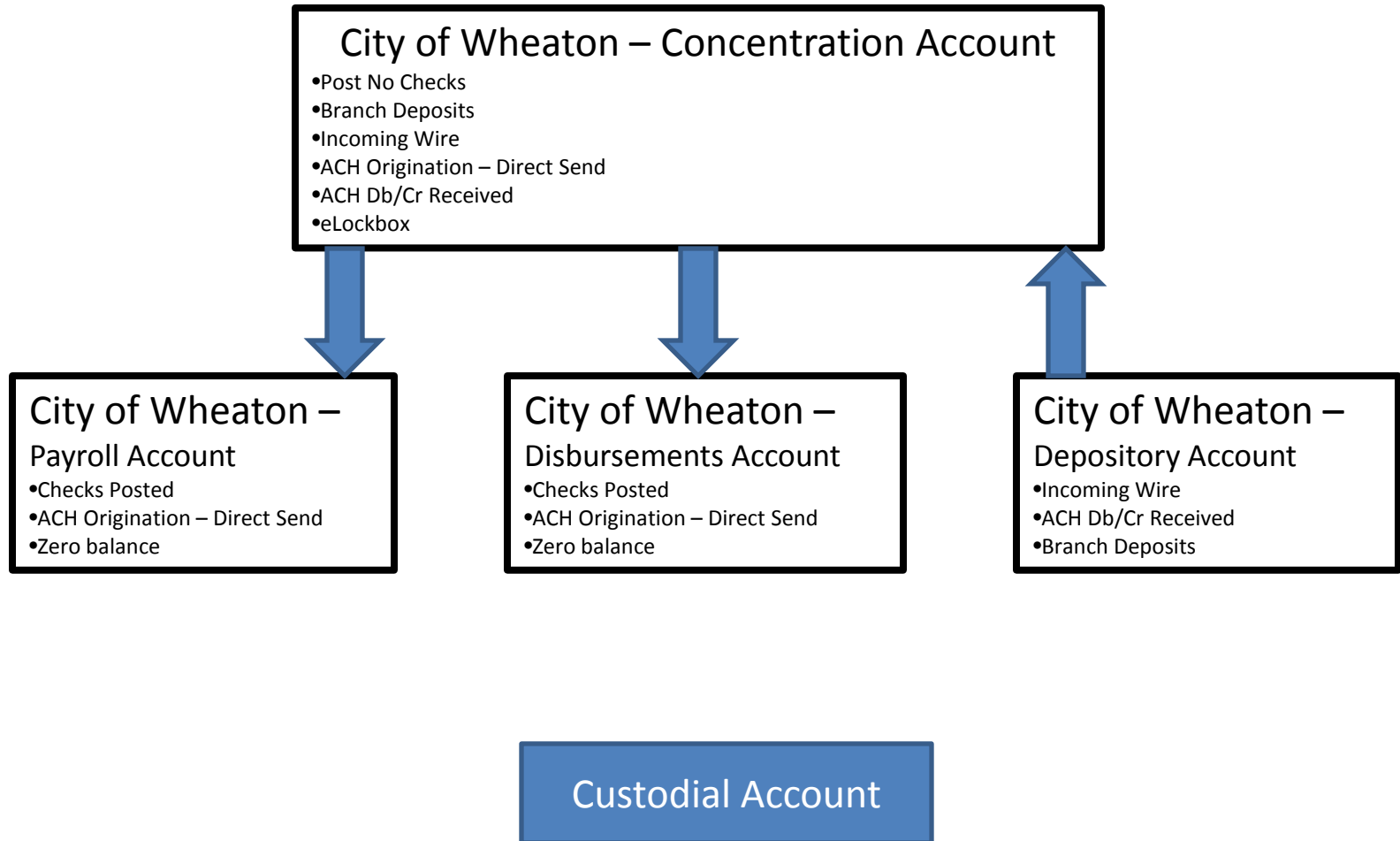
ATTACHMENT 2

Note: Combined Accounts Avg Book Balance = \$5,000,000

Description	Per Unit Charge	Avg Monthly Volume	Avg Monthly Charge
Account/Depository Fees			
Regulatory Assessment (FDIC)	\$0.00	5,000,000	\$0.00
Account Analysis Charge	\$0.00	1	\$0.00
Account Maintenance	\$0.00	2	\$0.00
Auto Investment Repo Agreement	\$0.00	3	\$0.00
Checks Paid	\$0.00	682	\$0.00
Disbursement Account CD Rom	\$0.00	1	\$0.00
Payroll Account CD Rom	\$0.00	1	\$0.00
Branch Deposits	\$0.00	96	\$0.00
On-Us	\$0.00	1,032	\$0.00
Local City (No history, included in Transit line item)	\$0.00	-	\$0.00
Fed RCPC (No history, included in Transit line item)	\$0.00	-	\$0.00
Transit	\$0.00	1,777	\$0.00
Currency Processing-Mixed CV	\$0.00	22,340	\$0.00
Currency Processing-Strapped	\$0.00	1	\$0.00
ACH Origination	\$0.00	5,290	\$0.00
ACH Credits Received	\$0.00	74	\$0.00
ACH Debits Received	\$0.00	44	\$0.00
ACH Debit/Credit Return	\$0.00	9	\$0.00
ACH Origination Module	\$0.00	2	\$0.00
ACH Receiver Services (Elockbox) - Maintenance	\$0.00	1	\$0.00
ACH Receiver Services (Elockbox) - Transactions	\$0.00	3,625	\$0.00
Elockbox on-line account fee	\$0.00	1	\$0.00
Elockbox deposits	\$0.00	20	\$0.00
Elockbox-CD Rom	\$0.00	1	\$0.00
Wire Transfer In	\$0.00	-	\$0.00
Online Banking Accounts	\$0.00	4	\$0.00
Coin Shipping - Roll	\$0.00	4	\$0.00
Research per Hour		Unknown	
Borrowed Funds Charge	\$0.00	-	\$0.00
Lockbox			
Account Maintenance Fee Scannable Lockbox	\$0.00	1	\$0.00
On-line Account Fee	\$0.00	1	\$0.00
OCR Monthly Service Fee	\$0.00	1	\$0.00
Deposits	\$0.00	26	\$0.00
LBX-CD Rom	\$0.00	1	\$0.00
Lockbox Processing Exact Pay	\$0.00	3,340	\$0.00
Lockbox Processing Odd Pmt	\$0.00	295	\$0.00
Lockbox Unprocessable Item	\$0.00	45	\$0.00
Paper delivery preparation	\$0.00	45	\$0.00
Other Addition Fees List Below			

City of Wheaton – Bank Account Structure

Attachment 3



ACKNOWLEDGEMENT OF ADDENDUMS REQUEST FORM

RFP Addendum Number: _____ dated Month xx, 200x

BIDDING FIRM: _____

DATE: _____

BUSINESS ADDRESS: _____

I have received and reviewed the addendum numbered _____.

SIGNATURE OF REPRESENTATIVE:

(The signer must be an authorized officer of the financial institution)

BY: _____

TITLE: _____

**CITY OF WHEATON
BANKING SERVICES**

ATTACHMENT 5

<u>Service</u>	<u>Description</u>
Regulatory Assessment	FDIC Insurance Assessment
Account Analysis Charge	The hard dollar charge which posts to the City's checking account for bank fees
Account Maintenance	Monthly charge for a checking account
Auto Investment Repo Agreement	Automated investment sweep charge - per month, per account
Checks Paid	Checks paid that were issued by the City
Disbursement Account CD Rom	Charge for burning images of processed checks to CD-ROM
Payroll Account CD Rom	Charge for burning images of processed checks to CD-ROM
Branch Deposits	Charge for processing deposit ticket at local Branch
On-Us	Charge for processing item drawn on our Bank included in City Deposit
Local City	Charge for processing item drawn on local bank included in City Deposit
Fed RCPC	Charge for processing item drawn on regional bank included in City Deposit
Transit	Charge for processing item drawn on transit bank included in City Deposit
Currency Processing-Mixed CV	Cash deposited - mixed denominations
Currency Processing-Strapped	Cash deposited - fed ready straps - same denomination
ACH Origination	Charge for each ACH transaction included on files delivered from the City
ACH Credits Received	Charge for each incoming ACH credit to the City's account
ACH Debits Received	Charge for each outgoing ACH debit/charge to the City's account
	Charge for each ACH transaction that was returned due to incorrect account number, routing number or account closed
ACH Debit/Credit Return	
ACH Origination Module	Charge for the Web Express module specific to ACH file initiation
ACH Receiver Services (Elockbox) - Maintenance Fee	Monthly charge
ACH Receiver Services (Elockbox) - Transactions	Monthly charge for e-lockbox processing
Elockbox on-line Account Fee	Monthly charge for account(s) reported on-line
Elockbox deposits	Charge for processing deposit ticket
Elockbox - CD Rom	Charge for burning images of checks and/or documents to CD-ROM received via Elockbox
Wire Transfer In	Charge for incoming domestic wire transfer
Online Banking Accounts	Charge for accounts reported on Web Express - per account, per month
Coin Shipping - Roll	Charge for sending rolled coin to the City
Research per Hour	Special request, fee applies as research requests are completed
Borrowed Funds Charge	Funds usage charge assessed when the account is overdrawn
<u>Lockbox</u>	

**CITY OF WHEATON
BANKING SERVICES**

ATTACHMENT 5

Service

Account Maintenance Fee Scannable Lockbox
On-line Account Fee
OCR Monthly Service Fee
Deposits
LBX-CD Rom
Lockbox Processing Exact Pay
Lockbox Processing Odd Pmt

Lockbox Unprocessable Item
Paper delivery preparation

Description

Monthly charge
Monthly charge for account(s) reported on-line
Monthly charge for retail lockbox processing
Charge for processing deposit ticket
Charge for burning images of checks and/or documents to CD-ROM received via lockbox
Charge for processing single matched payment through lockbox - one coupon and one check
Charge for processing payment through lockbox where payment amount doesn't match coupon

Charge for receiving payment that doesn't match payment instructions and returning to City as directed
Charge for preparing and mailing unprocessable items to city

This number must appear on all invoices and documents.

No. _____

Agreement Between the City of Wheaton, Illinois
and _____
for Banking Services

Banking Services

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and _____ ("**Banking Service Provider**"), address.

WITNESSETH:

Whereas, the City has determined that it is strategic to hire a qualified Financial Institution to provide services (hereinafter the "Work") consistent with the attached **Exhibit A [Exhibit A is the Request for Proposal]** which is incorporated herein and is fully set forth; and

Whereas, the Banking Service provider has submitted a proposal attached **Exhibit B [Exhibit B is the Proposal]** for this work, and

Whereas, the City finds the proposal submitted by the Banking Service provider meets the City's service requirements for the Work.

Now, therefore, in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Banking Service provider hereto do hereby agree as follows:

- 1. Scope of Service:** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Banking Service provider shall furnish all labor, materials, and equipment to provide and perform the Work. The Banking Service provider represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other Banking Service providers under similar circumstances.
- 2. Compensation:** The City shall compensate the Banking Service provider according to the terms of the Banking Service provider's proposal which is attached hereto as **Exhibit B**.
- 3. Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.
- 4. Term of Agreement:** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Banking Service provider. It shall be in effect until the city deems the work complete and acceptable. This contract may be subject for renewal per the terms set forth in **Exhibit A, Section 2.III**.
- 5. Time is of the Essence:** Time is of the essence in the performance of all the terms and conditions of this agreement. Failure to meet stated terms may result in Liquidated Damages.

6. **Additional Services:** *The Banking Service provider shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Banking Service provider or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City via the attached Change Order form [Exhibit C will be the Change Order Form.]. Terms, frequency, and prices for additional services shall be confirmed in writing via the Change Order by the City and the Banking Service provider.*
7. **Integration:** *The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party via change order or amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.*
8. **Waiver:** *Any failure of either the City or the Banking Service provider to strictly enforce any term, right, or condition of this Agreement whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.*
9. **Compliance with Laws:** *The Banking Service provider shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.*
10. **Freedom of Information Act:** *The Banking Service Provider shall, within twenty four hours of the City's request, provide any documents in the Banking Service Provider's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Banking Service Provider agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Banking Service Provider request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Banking Service Provider agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Banking Service Provider agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Banking Service Provider 's request to utilize a lawful exemption to City.*
11. **Discrimination Prohibited:** *The Banking Service provider shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Banking Service provider agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.*
12. **Status of Independent Banking Service Provider:** *Both City and Banking Service provider agree that Banking Service provider will act as an Independent Banking Service Provider in the performance of the Work. Accordingly, the Independent Banking Service Provider shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Banking Service Provider's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Banking Service Provider further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Banking Service Provider is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Banking Service Provider specifically agrees that it shall not do so.*

City shall have no obligation to provide any compensation or benefits to Banking Service Provider, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Banking Service Provider complies with the terms of this Agreement.

- 13. Assignment; Successors and Assigns:** *Neither this Agreement, nor any part, rights or interests hereof, may be assigned, , to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.*
- 14. Non-disclosure:** *During the course of the Works, The Banking Service provider may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Banking Service provider shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.*
- 15. Hold Harmless and Indemnification:** *The Banking Service provider shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:*
- a) The Banking Service provider's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Banking Service provider's services; or*
 - b) The negligence or willful misconduct of the Banking Service provider, its employees, agents, representatives, and subBanking Service Providers.*

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Banking Service provider and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

- 16. Patents:** *The successful Banking Service Provider agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copyrighted material that form a part of the Work covered by the contract.*
- 17. Termination of Contract:** *If the Banking Service provider fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon thirty (30) days written notice to the Banking Service provider. In the event of a termination, the City shall pay the Banking Service provider for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Banking Service provider's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; ; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.*
- 18. Cancellation for Unappropriated Funds:** *The obligation of the City for payment to a Banking Service Provider is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.*

- 19. Default.** *In case of default by the Banking Service Provider, the City will procure articles or service from other sources and hold the Banking Service Provider responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the Banking Service Provider fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The Banking Service Provider will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.*
- 20. Force Majeure:** *No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.*
- 21. Other Entity Use:** *The Banking Service provider may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Banking Service provider and the other municipality or governmental agency.*

22. Notification: *All notification under this Agreement shall be made as follows:*

If to the Banking Service provider:

*Banking Service Provider Name
 Attn: _____
 Street address
 City, State, Zip
 Fax #
 e-mail*

If to the City:

*City of Wheaton
 Attn: City Clerk
 303 W. Wesley Street, Box 727
 Wheaton, IL 60187-0727
 Fax #
 e-mail*

- 23. Severability:** *If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.*
- 24. Recovery of Costs:** *In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.*
- 25. Governing Law:** *This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.*

In Witness Whereof, the parties have entered into this Agreement this _____ day of _____, 2016.

City of Wheaton, an Illinois municipal corporation

By _____ date _____
 Donald B. Rose, City Manager

Attest:

Sharon Barrett-Hagen, City Clerk

Banking Service Provider

By _____ date _____
signature

Attest:

Special Provisions for: Insurance Coverage for Banking Services

The Provider of Banking Services and each of its agents, subcontractors, and consultants hired to perform the Work shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Provider of Banking Services and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000) POLICY LIMIT**.
The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Provider of Banking Services against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Commercial Automobile Liability Insurance** covering the Consultant's owned, non-owned, and hired vehicles which protects the Provider of Banking Services against automobile liability claims whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Professional Errors And Omissions Coverage** with limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** each claim and in the aggregate covering the Provider of Banking Services against all sums which the provider shall become obligated to pay on account of any error and / or omission arising out of the performance of the Banking services for the City under this contract. The professional liability insurance shall remain in effect for a period for not less than four (4) years after the completion of the services to be performed by the provider under this contract.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Provider of Banking Services for any claims of negligence against the provider or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Provider of Banking Services shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation and Professional Liability, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and
- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- D. Providers' insurance is primary with respects to any other valid or collectible insurance the City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements:

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims based policies on a case by case basis providing the Banking Services provider purchases claims made policy for two (2) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Provider of Banking Services, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Provider of Banking Services 's insurance coverage amounts over the course of this Agreement as it deems necessary; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Provider of Banking Services shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Provider of Banking Services fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the provider; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Provider of Banking Services shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

END OF SPECIAL PROVISIONS FOR PROFESSIONAL SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **A waiver of subrogation is required.**

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<input checked="" type="checkbox"/> Professional Liability and Errors and Omissions: <input type="checkbox"/> Owners/Contractors Protection <input type="checkbox"/> XCU coverage <input type="checkbox"/> Pollution / Environmental liability						1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name –or- Contract Name and #
Contractor
Contact
Address
Phone #, Email, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and A Waiver of Subrogation shall be provided for all policies with each updated certificate
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

CERTIFICATE HOLDER**CANCELLATION**

City of Wheaton
303 West Wesley Street PO Box 727
Wheaton, IL 60187-0727
Attn Procurement Officer (fax) 630-260-2017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

Contract Administration:

1. A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2. Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
3. The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the terms and conditions and requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

Communications Plan

4. The service provider is required to provide the City's project manager with updates of the project: work completed, assumptions, problems encountered,
5. The updates can be in person or over the phone, at the discretion of the city.

Change Order Procedure

6. The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

Bulletins

7. Should the contractor consider that a change in the Scope of Work, the contract sum or delivery date is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

Change Orders

8. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
9. Change orders will be numbered in sequence and dated.
10. Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion, or any combination thereof.
11. Change orders will describe the change or changes, will refer to the proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.
12. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.
 - a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

Payment:

13. The City desires to pay banking services it receives through monthly billing per a combined account analysis system.
14. All charges for banking services shall be reported on a monthly account analysis statement rather than being debited against City deposits. The monthly account analysis report shall be delivered to the City within 7 business days after the last day of each month and shall contain a detailed itemization of charges by type and volume, similar to those provided in Attachment 2. Total charges will then be compared to total accumulated earnings credits to determine the total net debit (due to bank) or credit (due to City).
15. The net debit or credit in the account will continue to accumulate in the analysis account from month to month for each calendar year of the contract. The City will monitor this balance with the objective of accumulating a net balance due to or from the City, of zero.
16. Upon termination of this agreement, any remaining balance in the analysis account shall be paid to the bank (if a debit balance) or to the City (if a credit balance).

Service Issues:

17. The service provider shall not be reimbursed for services not performed per the terms of the Contract.
18. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply.
19. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.

END OF GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS

CERTIFICATION OF COMPLIANCE
Banking Services

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

- (A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.
- (D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.
- (E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.
- (F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.
- (G) The undersigned certifies that they agree to fulfill all Contract Requirements.
- (H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

Check One:

- There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm’s ownership, management or staff will immediately notify the City of Wheaton in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. *Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm’s ownership, management or staff, has an affiliation or a business relationship.*

This Business Firm is: (check one)

- a Corporation
 a Partnership
 an Individual
 an LLC

Firm Name: _____

Firm Address: _____

Signature: _____

Print Name _____

Position: _____

Phone #: _____

Fax #: _____

e-mail address _____

Date signed: _____

Operational Contact for this work

Name: _____

Phone #: _____

e-mail: _____

Sales Contact

Name: _____

Phone #: _____

e-mail: _____

Billing Contact

Name: _____

Phone #: _____

e-mail: _____

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXXXXXX CUT OUT XXXXXXXXX

Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

SEALED BID – DO NOT OPEN

PROPOSAL FOR:

Banking Services
PROPOSAL OF SERVICES

PROPOSAL FROM: *(Insert your company name below)*

Proposals due: April 11, 2016 prior to 10:00am local time
List of Proposers published: April 11, 2016 end of business

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

Joan M. Schouten, MBA CPIM CPPB
Procurement Officer
City Hall /
City of Wheaton
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXXXXXX CUT OUT XXXXXXXXX

Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

SEALED BID – DO NOT OPEN

PROPOSAL FOR:

Banking Services
COST PROPOSAL

PROPOSAL FROM: *(Insert your company name below)*

Proposals due: April 11, 2016 prior to 10:00am local time
List of Proposers published: April 11, 2016 end of business

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

Joan M. Schouten, MBA CPIM CPPB
Procurement Officer
City Hall /
City of Wheaton
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727
