



REQUEST FOR PROPOSAL

FOR

GENERAL BANKING SERVICES

RFP #17-10

Issue Date:	July 11, 2017
Pre-Proposal Question Deadline:	August 8, 2017 by 5:00 p.m.
Pre-Proposal Conference:	August 10, 2017 at 2:00 p.m. City Hall Council Chambers
Proposal Deadline:	August 31, 2017 by 4:00 p.m.
Proposal Delivery Location:	City Clerk's Office 800 Cushman Street Fairbanks, Alaska 99701
Proposal Review:	September 15, 2017
Purchasing Contact:	Kerry Kirby, Purchasing Agent Phone: 907.459.6730 Email: kkirby@fairbanks.us

This is not an order. The attached terms and conditions shall become part of the contract resulting from this Request for Proposal. Proposals shall be submitted in the indicated format. Original signatures may be submitted on the form provided herein.

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**Announcement
Request for Proposal**

The City of Fairbanks is requesting proposals from firms qualified and interested in providing:

GENERAL BANKING SERVICES

RFP #17-10

DESCRIPTION: The City of Fairbanks is requesting proposals for General Banking Services to identify a financial institution that possesses the capability and expertise to provide high quality banking services at a competitive price.

PROPOSAL DOCUMENTS: A copy of this RFP can be obtained on the City of Fairbanks website, www.fairbanksalaska.us. It is the Offeror's sole responsibility to check this website for additional information and / or addendums. Any RFP may also be requested by contacting the Purchasing Agent listed in this document. If you have any questions call the Purchasing Agent listed in this document.

Sealed proposals are due PRIOR to the deadline noted above. Sealed proposals must be delivered to the City of Fairbanks, City Clerk's Office, located at 800 Cushman Street, Fairbanks, Alaska 99701. Late proposals will not be accepted – NO EXCEPTIONS. It is the Offeror's responsibility to confirm the proposal documents are received.

PUBLISHED: Fairbanks Daily News Miner on July 12 & July 16, 2017

Section 1 – Instructions

1. **Communications:** The only communication concerning modifications, clarifications, questions, amendments, and addendums will be processed through the Purchasing Agent listed on the cover page. No contact with any other agents of the City is permitted, and will be grounds for disqualification. Any exceptions to this will be clarified in this document.
2. **Pre-Proposal Questions and Information:** If an Offeror finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, listed on the cover page, who will issue written clarification that can be sent to all prospective Offerors. The City is not responsible for any oral instructions or communications with any other agents of the City except for the Purchasing Agent. All questions must be submitted to the Purchasing Agent by the deadline listed on the cover page of this document. All answers will be issued in a written format.
3. **Pre-Proposal Meeting:** A pre-proposal meeting may be held for this RFP. If so, the date, time, and location will be listed on the cover page of this document. Project Managers and other staff may be available at this meeting to answer questions that have been submitted. Additional questions may be answered at this meeting and, if so, they will be documented and issued in an addendum. All questions and answers will be formalized and issued in an addendum. Attendance at this meeting is strongly encouraged.
4. **Modifications:** Clarifications, questions, amendments, and addendums may be made to this document by the City at any time prior to the proposal submittal deadline. It is the Offeror's sole responsibility to check the City website for these updates and or addendums.
5. **Proposal Submission:** All required documents must be submitted in an enclosed sealed envelope, box, or package and clearly marked with the RFP title, RFP number, submittal date and time, and the Offeror's company name, address, phone number and contact name. See example below.

Offeror's Company Name	
Address	
Phone Number	RFP Title
Contact Name	RFP Number
	Submittal Due Date and Time

All must be delivered to the City Clerk's office at 800 Cushman Street, Fairbanks, Alaska 99701 prior to the deadline listed on the cover page of this document. This responsibility rests entirely on the Offerors, regardless of delays with mailing or any other reasons. Proposals can be accepted by the Clerk's office Monday – Friday between 8:00am – 5:00pm, except for City Holidays, which are listed on the City of Fairbanks' website. The Clerk's time stamp is the official time stamp of delivery.

- a. The accepting and opening of a proposal document does not constitute the City's acceptance of the Offeror as a responsive and responsible Offeror. By accepting and opening of a proposal, the City presumes the Offerors are familiar with the proposal documents and agree and understand all requirements in this document.
 - b. All prices and notations must be typed or written in ink. Pencil markings will not be accepted. Any mistakes must be crossed out and initialed by the person signing the proposal.
 - c. Proposals will not be accepted via facsimile or email. Any electronic means will not be accepted unless specifically specified in this document.
 - d. All cost associated with preparation and presentation of this proposal are the Offeror's responsibility. No pre-proposal costs will be reimbursed to any Offerors. All documentation submitted to the City will become property of the City.
6. **Confidentiality and Proprietary Information:** If any information is confidential, it should be placed in a separate sealed envelope and marked CONFIDENTIAL. If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after the proposal is awarded. The omitted copy will remain on file and part of the RFP documents for future use or records requests.
7. **Exceptions:** Any exception must be clearly defined and referenced to the proper section or paragraph of this document. The exception must include the Offeror substitution language and explanation as to the reason why this would provide an equivalent or better service or product. If no exceptions are explained in this proposal submittal, the City will assume the Offeror can perform accordingly. Any proposals not meeting all requirements will be rejected.
8. **Bid Guarantee:** Per the Fairbanks General Code Sec. 54-163, bid security is required for all construction contracts. Bid security must be in an amount equal to at least:
- a. Ten percent (10%) of bid amount if bid amount does not exceed \$100,000; or
 - b. Ten percent (10%) of the first \$100,000 and five percent (5%) of the amount of the bid over \$100,000, up to a maximum of \$200,000 in security. - All items not applicable to this solicitation -
9. **Duplicate Proposals:** The City will only accept one (1) proposal per Offeror, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple proposals are received from the same Offeror, all proposals from the Offeror will be rejected.
10. **Withdrawal or Corrections:** Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.

11. **Rejection:** The City reserves the right to reject any or all proposals and to waive any minor informalities or irregularities in proposals received, if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If Offerors fail to provide any requested information in the consideration stage of the evaluation process, their proposals can be rejected. The City may reject any proposals from Offerors who are in arrears or in default to the City on any contract, debt, or other obligation. The City may reject a proposal if the Offeror has been debarred per Fairbanks General Code Sec. 54-297, or has violated any other section of the Fairbanks General Code. The City may reject a proposal if the Offeror has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced proposals. Discrepancies in the multiplication of unit price and quantity will be resolved in favor of unit price, as the requested quantities remain the same.
12. **Procurement Policy:** Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at www.fairbanksalaska.us.
13. **Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. All prospective Offerors will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.
14. **Proposal Signatures:** An authorized official must sign all proposal documents. This signature will represent the company or entity and their ability to commit to the requirements in this document.
15. **Contract Award:** The City has the right to award by item, group of items, total proposal, or any combination found to be in the best interest of the City. The City also reserves the right to contract with multiple entities for the same or like goods or services, if it is found to be in the City's best interest. The Offeror who the Notice of Award is made to will be notified at the earliest possible date. Notice of Intent to Award and actual Award will be submitted to the Offeror in writing. After receipt of Notice of Award, or the Notice to Proceed for all construction projects, the Offeror will execute and perform said contract.
16. **No Response:** If Offerors do not respond to this document, the City will continue to keep Offerors' information for future proposals unless they specifically ask to be removed from the Bidders list.
17. **Public Records:** All proposals are subject to public records requests after award, with the exception of confidential and proprietary information. See paragraph 6 above for more information.

18. **Local Bidder Preference:** Per Fairbanks General Code Sec. 54-168, the awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder, after a local Bidders preference has been applied. Local Bidder preference is the lesser of 5% or \$50,000 for a construction contract and 5% or \$5,000 for any other contract. Local Bidder preference does not apply to bids involving federal funds.
19. **Disqualification of Offerors:** Any one or more of the following reasons may cause proposals to be rejected:
- a. Communication with any other employees or agents of the City of Fairbanks during the RFP process, excluding those specifically listed in this document.
 - b. Evidence of collusion or other anticompetitive practices among Offerors.
 - c. Lack of competency as revealed by financial, experience, or equipment statements.
 - d. Lack of responsibility as shown by past work with the City of Fairbanks.
 - e. Uncompleted work under other current contracts which in the judgment of the City of Fairbanks, may prevent the prompt completion of additional work in this document.
20. **Discussions:** Discussion with Offerors may commence after opening of all proposals to further clarify and or assure full understanding of solicitation requirements.
21. **Subcontractors:** All Offers must disclose any and all subcontractors regardless of the dollar amount and the services they will provide within 7 days of Notice of Intent to Award. The list must include the company or subcontractor's name, business location, and evidence of the subcontractor's state business license.
22. **Offeror's Responsibilities:** The Offeror must be capable of providing all goods or services in this document, described in Section 2 – Specifications and / or Scope of Services. The Offeror must maintain these qualities until completion of the contract. If requested by the City, Offeror may be required to provide proof that Offeror is the manufacturer or an authorized dealer or re-seller. City requires manufacturer's warranty with all first holder benefits when applicable. The successful Offeror is responsible for all goods and services in this document whether they are provided or performed by successful Offeror or their subcontractor.
23. **City Participation:** The City of Fairbanks will provide appropriate personnel to support the successful Offeror during the course of the contract. The Project Manager will be named in this document or the Purchasing Agent will act as contact until additional personnel are named specifically.
24. **Disclosure of Contents:** All information in this document will be held in confidence and not discussed with other Offerors until award. All proposals become the property of the City upon opening. Please review paragraph 6 above for additional information.

25. **Unusual Circumstances:** Where any unusual circumstances unforeseen by the City or the Contractor and which significantly affect the Contractor's ability or cost in providing goods or services, the Contractor may request cancellation of contract or adjustment to the costs. Significantly in this paragraph is defined as being beyond the control of the Contractor. The request must be documented in writing and may be denied.
26. **Contract Commencement:** Commencement of a contract shall not begin until all necessary documents are received and reviewed, all City approvals have been completed, including City Council approval for projects over \$250,000, and a purchase order is complete. Commencement of a contract without these requirements will be at the Offeror's sole risk and not compensated by the City.

Section 2 – Scope of Work

Background:

The City serves an area of 33.3 square miles with a population of 31,957. The City's fiscal year begins on January 1 and ends on December 31. The City provides a variety of services to its citizens. These services include police and fire protection, street maintenance; refuse collection, public improvements, and general administrative services. The City operates under a general fund budget of \$35,192,614 and employs 195 full time paid staff members and approximately 15 temporary employees during busier months. The City is organized into eleven departments. The accounting and financial reporting functions of the City are centralized. More detailed information can be found in budget documents, annual financial reports, and the City Code of Ordinances at www.fairbanksalaska.us.

General:

It is the intent of the City of Fairbanks to issue a five year contract to **commence on January 1, 2018** to a single financial institution for all banking services specified in this proposal. It is also the intent of the City that the fee schedule and recommended compensating balance requirements remains unchanged for the term of the contract, but the financial institution may approach the City to propose changes in fees or compensating balance requirements. The City also reserves the right to negotiate specific fees or compensating balances during the course of the contract and request amendments accordingly.

Minimum Requirement:

Proposers must meet the following minimum requirements:

- Each respondent shall be a State of Alaska or federally chartered financial institution with banking facilities within the City of Fairbanks and providing insurance on accounts through the Federal Deposit Insurance Corporation or National Credit Union Administration.
- Each respondent shall provide collateralization of all monies deposited in excess of FDIC or NCUA limit in accordance with City Code of Ordinances Section 2-686. All pledged collateral shall be held in the collateral custodial account of the City of Fairbanks under a formal tri-party agreement.
- Each respondent shall have an excellent or superior rank based on the latest report acquired by the City from IDC Financial Publishing, Inc.

A proposer's failure to meet these minimum requirements shall cause their proposal to be considered non-responsive and their proposal will be eliminated from further consideration.

Account Structure:

The City desires to maximize its cash availability through the use of concentration and zero balance accounts. This account structure will be comprised of one concentration account; three zero balance accounts; one non-sweep non-interest bearing accounts; and four non-sweep interest bearing accounts. The non-sweep accounts shall be included in the fee and compensation balance schedule. It is the City's intent that all banking services be conducted within one overall account with the following sub accounts:

Concentration and Zero Balance Accounts

General Fund Account	Concentration Account
City Payroll Account	Zero Balance Account
City Attorney Account	Zero Balance Account
City Section 125 Account	Zero Balance Account

Non-Sweep Accounts

City Grants Account	Non Interest Bearing
City Asset Forfeiture Treasury Account	Interest Bearing
City Asset Forfeiture Justice Account	Interest Bearing
City Ambulance Account	Interest Bearing
City Parking Garage Account	Interest Bearing

The successful proposer shall maintain the City's general fund account as follows:

- Automatic transfers shall be made from the general fund account to cover checks or electronic transfers issued from zero balance accounts.
- Electronic transfers of deposits to and withdrawals from this account shall be made periodically.
- On a daily basis the City shall have online access to view the collected and ledger balances and to transfer between accounts.
- Deposits to the general fund account shall be retained until funds become available at which time they will be considered collected balances. Any collected balance, including electronic transfers received, remaining in the account, after the daily transfers from that account, shall earn interest.

Account Statistical Information:

The following statistical information is based on transactions from January 1, 2016 to December 31, 2016:

Transactions	General	Payroll	Attorney	Sec125	Grants	AF Treas	AF Just	Ambulan	Pkg Gar
Average Deposits	\$6,608,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$109,206	\$ 14,473
Items Deposited	10,676	0	0	0	0	0	0	581	0
Number of Deposits	416	0	0	0	0	0	0	152	155
Deposit Items Returned	10	0	0	0	0	0	0	4	0
Checks Paid	3,477	737	106	0	0	0	0	0	0
Stop Payments	5	1	0	0	0	0	0	0	0
ACH Originated Received	3,168	0	0	0	0	0	0	0	0
ACH Originated Paid	282	4,090	0	0	0	0	0	0	0
ACH Originated Returned	44	0	0	0	0	0	0	0	0
ACH Incoming Received	1,089	0	0	0	0	0	0	447	323
ACH Incoming Paid	136	0	0	211	0	0	0	0	0
Wire Transfer Incoming	12	0	0	0	0	0	0	0	0
Wire Transfer Outgoing	0	0	0	0	0	0	0	0	0

Daily Balance Report:

The successful proposer will be required to provide the following minimum information online:

- Ledger balance
- Available (or collected balance)
- Float
- Debit and Credit Summaries
- Prior transactions
- Current day transactions

Details shall be listed in the originating account only. Transferred amounts between accounts shall be shown separately in the destination account, but the account need not show any additional detail for that transfer.

Monthly Account Statements:

The successful proposer shall provide online or electronic monthly statement for each account within 5 working days after month end. The statements shall provide detail on all account activity including but not limited to account transfers, deposits, checks paid, debit memos, credit memos, charge backs, wire transfers and transfers to and from the open overnight investment.

All debits and credits to all accounts shall be posted even if it net to zero on any day. There shall be descriptive differentiation between electronic transfers. For the disbursement accounts, online access to account summary and detail information must be available on a daily basis with the ability to print reports

as needed. Cancelled check copies are to be provided online by account in numerical order. The format of the monthly statement shall be reviewed and approved by the City prior to contract implementation.

The successful proposer shall provide written notification of all debit/credit for NSF checks, deposit errors or account corrections within 3 business days after the adjustment has been posted to the account, online services are preferred.

Monthly Account Analysis:

The City will determine whether it will pay for banking services directly or apply earnings credit for compensating balances. The City will also consider other optional methods of payment that may be proposed. All charges for banking services shall be reported on a monthly account analysis statement rather than being debited directly against City deposits. The monthly account analysis report shall be available online or electronically within 10 business days of the last day of each month and shall contain a detailed itemization of charges by types and volume.

If banking services are paid through a compensating balance arrangement, the total charges will then be compared to total accumulated earnings credits to determine the total net debit (due the financial institution) or credit (due the City). The net debit or credit in the account will continue to accumulate in the analysis account from month to month throughout the life of the contract. The City will monitor this balance on a periodic basis and adjust its compensating balance up or down with the objective at arriving at a net balance due to or from the City of zero. Upon termination of this agreement, any remaining balance in the analysis account shall be paid to the financial institution (if a debit balance) or to the City (if a credit balance).

Other Banking Services/Conditions:

The successful proposer shall comply with all depository regulation set forth in the City Code of Ordinances Section 2 and applicable State and Federal laws. This regulation includes, but is not limited to, the requirements for deposits to be fully collateralized and that this collateral be held in a custodial account of the City. In addition, all City funds held at the financial institution including those funds invested in an overnight investment account shall be fully collateralized and the collateral shall be held in a custodial account in the City's name. Monthly collateral reports listing type of collateral and market value shall be provided to the City.

The successful proposer agrees to automatically invest the collected balance in the concentration account daily in an overnight investment. The overnight investments purchased by the financial institution on the City's behalf shall comply with the City Code of Ordinance Section 2. Tiered investment rates are

acceptable. All City funds held at the institution including funds invested in an overnight investment shall be fully collateralized and the collateral shall be held in a custodial account in the City's name.

The successful proposer shall provide lockbox services for garbage and ambulance accounts. The garbage lockbox services require recording payments in our financial system, remote access to our system will be given to the successful proposer. The ambulance lockbox services require transmitting reports electronically to the City and our ambulance billing contractor.

The successful proposer shall provide direct deposit of City payroll. City employs approximately 195 employees and processes payroll semi-monthly. Currently, we have 170 employees using direct deposit.

The successful proposer shall provide electronic transfers from our customers and to our vendors. The City currently has 760 customers and 70 vendors enrolled for electronic transfers. We anticipate this number to significantly increase.

The successful proposer shall provide the ability to stop payments, retrieve check images, send electronic transfers, receive transaction confirmations, and communicate with the financial institution electronically or online.

The successful proposer shall provide facilities for deposits after regular working hours (8:00 a.m. to 5:00 p.m.). The ability for the City to decrease its float on deposits and increase its average collected balance is important.

The successful proposer shall assign designated account executives and alternates to the contract and provide in advance any changes of personnel assigned to the contract. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. The City will expect customary consultation in the normal execution of banking services provided within the terms of the contract or those normally provided to its clientele.

The City requires the successful proposer to coordinate with City staff all the activities necessary to ensure a smooth transition.

The City will take into consideration the ability of the proposer to provide the following desirable services: Positive Pay, ACH Blocking/Filtering, Online Wire Transfer, Remote Deposit, and Purchasing Cards.

Section 3 – Proposal Format

Format and Content:

The City discourages overly lengthy and costly proposals. In order for the City to evaluate proposals fairly and completely, proposers must follow the format set out herein and provide all of the information requested.

Submittal Requirement:

Proposals shall be in accordance with the maximum number of pages and content requirements indicated in the table below, double-sided pages are considered two pages. Proposals shall not be written in a font size smaller than 10 point. Each section of the proposal shall be identified and assembled in the order listed under Proposal Content Requirements. Materials not identified or germane to the proposed agreement will be discarded without evaluation. Failure to provide a proposal in conformance with these requirements may cause a proposal to be declared non-responsive and eliminated from further consideration. Proposers must submit one master (identified) and four copies.

Maximum Pages	Proposal Content Requirements
2	Item 1: Proposal Form (with original signature)
1	Item 2: Minimum Requirements
14	Item 3: Banking Services
3	Item 4: Experience and Qualifications
2	Item 5: Optional Services and Other Information
2	Item 6: Fee and Compensation Balance Schedule
1	Item 7: Letter of Intent
25	Maximum Pages for RFP Submittal

Proposal Form:

Proposers must include a fully completed and signed Proposal Form as the cover sheet to the RFP. Failure to include this form fully completed with an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

Minimum Requirements:

Proposers must indicate how they meet each of the minimum requirements.

Banking Services:

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the account specifications, reporting requirements and capacity to provide banking services. Proposers must provide the following information:

- Accounts: Provide details on your financial institution's capability of managing the general fund account.
- Availability of funds: Provide a comprehensive statement that describes your availability schedule for deposits.
- Collateral: Provide information about your collateral processes, specifically how you will meet the City's requirement.
- Daily Balance Report: Provide information regarding the computer hardware and software required for utilizing online services and the days and times the system may be accessed.
- Statements: Provide information about the account data that is available online and administrative permission functions.
- Compensation Balance: Explain the method of calculating the compensating balances.
- Electronic Transfers: Provide details of your financial institution's capability to act as a clearing house for direct deposit to other institutions.
- Electronic Communication: Describe the security provisions for electronic communication that will be used for stop payments, retrieval of check images, sending wire transfer instructions, receiving transaction confirmations, and verifications of electronic transfers.
- Implementation: Describe your implementation process.

Experience and Qualifications:

Resumes must be provided for all key account executives designated to service this account. In addition, a personnel roster that identifies each person who will actually work on the contract should be included with the title, brief biography, location(s) where work will be performed, and number of estimated hours.

Proposers shall provide a list of **three** current customers for whom they have provided similar services. The customer names, phone numbers and point of contacts shall be included. The City may contact these references to evaluate the proposer's past performance. Proposers who do not provide a minimum of **three** references may be considered non-responsive and eliminated from further consideration.

Optional Services and Other Information:

Proposers shall provide a list of other services provided by your company such as, but not limited to, positive pay, lockbox, online wire transfers, remote deposit, and purchasing cards.

Fee and Compensation Balance Schedule:

Proposers are to complete the Fee and Compensation Balance Schedule. The Proposer shall state prices in the units of issue on this RFP. Prices quoted must be in U.S. funds and include all applicable costs to provide the services. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the Proposer believes that certain taxes are payable by the City, the Proposer may list such taxes separately, directly below the RFP price for the affected item. The price indicated is subject to review by the City for any subsequent renewal. Cost or price information shall not be included in any other part of the Proposer's proposal unless specifically requested.

Letter of Intent:

Proposers must submit a letter of intent to meet the insurance and bond requirements.

Sample Reports:

Proposers must provide samples of the following reports; the maximum number of pages does not apply to this request.

- Services Agreements
- Daily Balance Reports
- Monthly Account Statements
- Account Analysis Statement
- Banking Services Contract

Section 4 – Evaluation Criteria and Award

Initial Evaluation:

Initially, all proposals will be reviewed by the City Purchasing Manager to determine if they are administratively responsive to the RFP. Proposals that are administratively responsive will be distributed to the evaluation committee. The committee will determine if the proposal meets all of the minimum requirements. Proposals that pass the minimum requirements evaluation will be evaluated based on the evaluation criteria described below.

Evaluation Criteria:

Each criterion identified below has an assigned weight that is used to establish their relative importance in the evaluation process. The criterion for this RFP is listed and defined in further detail below.

<u>Criterion</u>	<u>Weight</u>
Banking Services	30
Experience and Qualifications	15
Optional Services & Other Information	5
<u>Fee and Compensating Balance Schedule</u>	50
Total Weight of All Criterion equals	100

- **Banking Services (Weight of 30)** - How well has the proposer demonstrated the ability to meet the City's needs?
- **Experience and Qualifications (Weight of 15)** - How well has the firm demonstrated experience in completing similar services?
- **Optional Services and Other Information (Weight of 5)** - How well has the proposer demonstrated the capacity to provide additional services?
- **Fee and Compensating Balance Schedule (Weight of 50)** - The maximum score will be awarded to the firm offering the lowest cost. Proportional scores will be assigned to other proposers.

Award:

Award shall be made to the responsive proposer whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the City taking into consideration cost/price and the evaluation factors set forth in this RFP. The City anticipates awarding this contract in whole by September 29, 2017.

Section 5 – Standard Terms and Conditions

1. **Assignment / Transfer:** Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.
2. **Inspection:** All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense. - Not applicable to this solicitation -
3. **Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder. - Not applicable to this solicitation -
4. **Warranty:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Contractor and City agree that this order does not exclude, or in any way limit, other warranties provided for in this Agreement or Contract or by law. - Not applicable to this solicitation -
5. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment. An Exemption Certificate is available upon request. - Not applicable to this solicitation -
6. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.
7. **IRS Form W-9 and Vendor Information:** Contractor must have on file with the City a current IRS Form W-9 and complete a vendor registration form before City will issue a purchase order to the Contractor.

8. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and City laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.
9. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
10. **Termination:** When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether or not Contractor is in default of any of its obligations hereunder. With any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its material terms and conditions. All Offerors recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.
11. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
12. **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the Offeror's proposals set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Contractor concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
13. **Liability and Indemnity:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the

Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.

14. Insurance Requirements: Contractor must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Contractor shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Contractor and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

- a. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.
- b. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.
- c. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage. - Not applicable to this solicitation -
- d. Property Insurance: The Contractor shall submit to the City evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the City, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the

project is completed by the Contractor and accepted by the City. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. - [Not applicable to this solicitation](#) -

PROOF OF INSURANCE: The Contractor shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Contractor shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

15. **Records:** The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.
16. **Acceptance of Proposals:** As soon as practicable after opening, proposals valued over \$250,000, the City Council is the approving body. The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Contractor and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a proposal.
17. **Postponement:** The City reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
18. **Delivery:** Successful Offerors may be required to provide reasonable evidence from their source of supply or manufacturer to justify the delivery dates furnished in their proposal. Any unreasonable deviation from the proposed delivery dates shall constitute a breach of contract and shall entitle the City to cancel all obligations to the Contractor. - [Not applicable to this solicitation](#) -
19. **Time is of the essence:** The Offeror is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.
20. **Safety Data Sheets:** For all materials supplied under this offer, the Offeror will provide to the City the applicable Safety Data Sheet (SDS). SDS must be received prior to final payment. - [Not applicable to this solicitation](#) -

21. **Cooperative Purchasing:** Any other State of Alaska government entity may exercise their option to use this same contract to make similar purchases of like items, based on similar quantity. The City is not liable for any other State of Alaska government entity or their purchases. - [Not applicable to this solicitation](#) -
22. **Facility Security and Background Checks:** For all services provided at the Fairbanks Police Department, located at 911 Cushman Street, Fairbanks, Alaska 99701, access is controlled by the rules, regulations, and laws related to the Federal Criminal Justice Information System (CJIS) and the Alaska Public Safety Information Network (APSIN). All vendors are considered a visitor or guest unless they are fully cleared by APSIN, including a background check and fingerprinting. Ultimately, the State of Alaska has the authority to award APSIN clearance and it may be denied. If APSIN clearance is not necessary, a criminal history check will be required, which may allow access to the building with fully cleared personnel. All visitors and guests will have to be accompanied by fully cleared personnel while in the building. If you are the successful Offeror and your services are to be performed within this facility you will be provided with the proper paperwork based on the appropriate level of access required.

Section 6 – Required Forms

Forms included in this solicitation or required when submitting Proposal:

- A. Pre-Proposal Conference Form
- B. Proposal Form
- C. Fee and Compensation Balance Schedule

Download solicitations, addendums, and forms at: <http://www.fairbanksalaska.us>

PRE-PROPOSAL CONFERENCE FORM

City of Fairbanks

General Banking Services

RFP #17-10

This page must be returned via email to kkirby@fairbanks.us by 5:00 p.m. on August 8, 2017.

The pre-proposal conference will be held in the Council Chambers in Patrick B. Cole City Hall at 800 Cushman Street in Fairbanks, Alaska. It will begin at 2:00 p.m. on August 10, 2017. If you are not able to attend in person you may call 907.459.6769 to participate in the discussion. All questions and answer will be available on the City website on August 11, 2017.

Company Name

Yes, we will attend in person

No, we will not attend in person

List all questions below or attach to this form and submit by the deadline above.

PROPOSAL FORM

City of Fairbanks

General Banking Services

RFP #17-10

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.

Offer and Obligation:

The undersigned hereby offers, and agrees to be bound and obligated to this offer, to furnish the goods and / or services in compliance with all Terms and Conditions, Scope of Work, Specifications, and Addendums in this solicitation and, if awarded, enter into an Agreement or Contract with the City.

Addendums:

The undersigned has read, understands, and is fully cognizant of all parts of this solicitation, together with any addendum issued in connection with this document. The undersigned hereby acknowledges receipt of the following addendum(s). In addition, the undersigned has completely and appropriately filled out and submitted all required forms. Initial next to each applicable addendum number(s) or, if none, leave blank.

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

If additional addendums were issued, list numbers here and initial. _____

Compliance:

The undersigned hereby accepts all administrative requirements of the solicitation and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that they are in compliance with all applicable provisions of the City of Fairbanks Code of Ordinances Chapter 54 – Procurement, and if awarded a contract to provide the construction, goods, or services required in this solicitation will comply for the entire length of the Agreement or Contract.

Non – Collusion:

The undersigned, by submission of this Proposal Form, hereby declares that this offer is made without collusion with any other business or person making any other offer, or which otherwise would make an offer.

Performance Guarantee:

The undersigned further agrees that if awarded the Agreement or Contract, it will submit to the City any required performance guarantee (i.e. irrevocable letter of credit or cash deposit), if applicable.

Proposal Price:

The undersigned agrees to abide by the pricing contained on the Fee and Compensation Balance Schedule.

NO OFFER WILL BE ACCEPTED WHICH HAS NOT BEEN MANUALLY SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

I certify, under penalty of perjury, that I have the legal authorization to bind the company hereunder:

For clarification of this offer, contact:

Company Name

Name

Address

Title

City State Zip

Phone

Signature of Person Authorized to Sign

Email

Printed Name

Title

Federal Tax ID

City of Fairbanks Business License Number

Alaska Business License Number

Contractor's License Number

FEE AND COMPENSATION BALANCE SCHEDULE

City of Fairbanks

General Banking Services

RFP #17-10

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.

	Annual Volume Estimated	Charge Per Item	Annual Service Charges
General Account Services			
Basic Maintenance	<u>9 Accounts</u>	_____	_____
Concentration Account	<u>1 Account</u>	_____	_____
ZBA Subsidiary Accounts	<u>3 Accounts</u>	_____	_____
Depository Services			
Cash Deposited (Average \$)	<u>6,608,782</u>	_____	_____
Returned Items	<u>14</u>	_____	_____
Paper Disbursement Services			
Debits Paid Checks	<u>4,320</u>	_____	_____
General ACH Services			
ACH Electronic Paid Checks	<u>4,372</u>	_____	_____
ACH Electronic Deposit	<u>3,168</u>	_____	_____
Wire and Other Funds transfer Services			
Wire Outgoing	<u>0</u>	_____	_____
Wire Incoming	<u>12</u>	_____	_____
Stop Payments	<u>6</u>	_____	_____
Other Service Fees Not Listed			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Research Items	<u>(Minimal)</u>	_____	_____
Ambulance Lockbox Services	<u>581</u>	_____	_____
Garbage Lockbox Services	<u>5,070</u>	_____	_____
Total Annual Cost			\$ _____
Average monthly charges			\$ _____
Required Compensating Balance per Month			\$ _____

NOTE: Include all anticipated fees, even if they do not specifically appear on this list. We are also aware that some of the listed items may not be subject to fees.

Please provide the fee schedule and incremental compensating balance increases for adding each of the optional services listed below.

Financial Institution: _____

Optional Banking Services / Other Available Services

	Estimated Volume	Charge Per Item	Annual Service Charges
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional Estimated Annual Cost \$ _____

Additional Average Monthly Charges \$ _____

Additional Required Compensating Balance per Month \$ _____

The proposer shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the proposer believes that certain taxes are payable by the City, the proposer may list such taxes separately, directly below the RFP price for the affected item. The price indicated is subject to review by the City for any subsequent renewal.