

CITY OF MEQUON, WISCONSIN



REQUEST FOR PROPOSAL

Banking Services

June 2014

CONTACT INFORMATION	
Finance Director	Thomas Watson
E-Mail	twatson@ci.mequon.wi.us
Website	www.ci.mequon.wi.us
Mailing Address	City of Mequon Finance Department 11333 N Cedarburg Road Mequon, WI 53092

SCHEDULE OF EVENTS*	
RFP Release	June 27, 2014
Pre-Proposal Conference	July 14, 2014 @ 10:00am CDT
Final Questions Due	July 21, 2014 @ 10:00am CDT
Amendment Issued	July 25, 2014
Proposals Due	August 18, 2014 @ 9:00am CDT
Notice of Interviews	September 1, 2014
Interviews**	September 9, 2014
Contract Award by Common Council	October 14, 2014

*The following schedule of events is provided for your information and planning purposes. Although every effort will be made to follow this schedule, the City of Mequon reserves the right to modify the dates as necessary.

**Only if required.

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REQUEST FOR PROPOSAL PREPARATION, SUBMISSION, PROCESS AND AWARD

COMMUNICATION

This RFP is issued on behalf of City of Mequon by the Finance Department. The Finance Director is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Written questions will be answered in writing and will be available to all proposers. Proposer's questions and the City's responses will become open record and available upon request. The City of Mequon prohibits communication relative to this proposal initiated by a proposer with any City elected official or employee prior to the time a decision has been made, except as provided for in this proposal. Violation of this section is grounds for disqualification.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PRE-PROPOSAL CONFERENCE

All interested proposers are invited to attend a pre-proposal conference to be held on 10 Am CDT at July 14, 2014 in the Council Chambers at City Hall, 11333 N Cedarburg Road, Mequon, WI 53092.

Attendance at the pre-proposal conference is not mandatory, but failure to attend will in no way relieve the Contractor from its obligations to comply in every detail with all the provisions of the contract, nor will a plea of ignorance of such conditions and requirements be accepted for any claim by the Contractor for additional compensation or relief.

CLARIFICATIONS/AMENDMENTS

If you discover any significant ambiguity, error, omission or other deficiency in the RFP, immediately notify the Finance Director in writing. All other questions, clarifications or exceptions regarding the RFP document must be raised prior to the submission of the proposal. All questions must be submitted to the Finance Director in writing, via email. Questions must be submitted by 10 AM CDT on July 21, 2014.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be sent via email. It is the responsibility of prospective vendors to provide the Finance Director with a contact email address for any amendments prior to the opening date. All amendments must be acknowledged on the RFP Signature Page in the area provided. *Failure to do so may result in your response being rejected.*

CONTENTS OF PROPOSAL

All attachments, additional pages, addenda or explanations supplied by the vendor with their proposal will be considered as part of the proposal response.

NONCONFORMING TERMS AND CONDITIONS

A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document are *subject to rejection as nonresponsive*. The City of Mequon reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

AMENDMENT/WITHDRAWAL OF PROPOSAL BY VENDOR

After receipt by the Finance Director, vendor proposals may only be amended by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Review Committee.

Proposals may be withdrawn only in total, and only by a written request to the Finance Director prior to the time and date scheduled for opening of proposals.

PROPOSAL FORMAT AND SUBMISSION

I. Format:

Proposal Response documents must be submitted in a hard copy.

In order for the review committee to adequately compare proposals and evaluate them uniformly and objectively, firms must complete only the Proposal Response (Exhibit C) and Pricing documents provided by the City: i.e. do not submit the Proposal Response document and a response in another form/format. The Proposal Response document is posted on City of Mequon's website along with this RFP. The City website address is www.ci.mequon.wi.us.

Failure to use the Proposal Response document format (Exhibit C) may result in your response being rejected. If both our Proposal Response document and another submittal format are received, only the Proposal Response document will be evaluated.

Although additional documents/attachments may be submitted as supplements to your response, they should not be excessively long or in an elaborate format. They are not to be used in place of responding to the questions in the Proposal Response document: i.e. do not respond with "Reference Attachment." Unnecessary attachments beyond those sufficient to present a complete, comprehensive and effective response should not be included.

II. Proposal Response Submission - HARD COPY:

Respondent shall be required to mail one (1) original and four (4) copies of the Proposal Response (Exhibit C) document in a sealed package, box or envelope to arrive no later than 9 AM CDT on August 18, 2014.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

PROPOSAL RESPONSE, RFP - BANKING SERVICES

III. Pricing Document/RFP Signature Page Submission - HARD COPY:

Pricing must be submitted on the forms provided. Failure to do so may result in your proposal being rejected. Total cost should be based on the estimated service levels provided.

The City does not guarantee that the activity levels as indicated in the Request for Proposal will continue at the same level during the contract period. Where activity levels are provided, the banking institution, by its proposal, guarantees the per item cost over the contract term. If a service (required or optional) is proposed to be provided at no cost to the City, then the term "No Cost" should be entered on the proposal form for that specific service. If a blank is left next to a required service, it will be assumed that the service has no cost to the City during the term of the agreement. If the optional service (i.e. remote deposit capture) cannot be provided by a proposer, then the notation "No Proposal" should be entered on the proposal form for that specific service.

The cost proposal should include projected interest earnings based on the anticipated average balances in the City's accounts, which are based on actual history. Interest earnings should be based on a factor plus/minus the Fed Funds rate, which for the purposes of this request for proposal is assumed at 0.25%.

The Pricing Document (Exhibit D) and RFP Signature Page (Exhibit E) should be completed in their entirety and signed, with one (1) original clearly marked and identified as such, and one (1) copy. Both should be mailed to arrive no later than 9 AM CDT on August 18, 2014. They should be in a sealed envelope separate from the Proposal Response (Exhibit C) documents and identified in the lower left corner as follows:

PRICING DOCUMENT, RFP - BANKING SERVICES

IV. Mailing Address

All hard copy submissions are to be mailed to:

City of Mequon
Finance Department
11333 N Cedarburg Road
Mequon, WI 53092

V. Hand Delivery

If you are delivering your response in person, deliver it to the Finance Department to be time-stamped no later than 9 AM CDT on the opening date.

All proposals received in response to this request will become the property of the City and will not be returned to the respondents.

INTERVIEWS

Interviews **will likely** be required of selected finalists at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

If an interview is required, the selected finalists will be notified of the date and time of the interview process in accordance with the schedule on Page 1. Vendors selected must be

available on the day noted (September 9, 2014) — no exceptions. Firms selected for interviews will be based on scoring of the non-cost components of the evaluation as noted below. Vendors not selected will also be notified.

In addition to addressing questions from the evaluation panel, firms selected for interviews should be prepared to demonstrate their on-line banking and electronic deposit/Check 21 systems, to include at a minimum, the following items:

On-Line Banking:

- Administration - user setup, security, password resets, system login
- Balance review and activity reporting
- Wire transfers
- Stop payments
- ACH transmittals
- Account to account transfers
- Check image searches
- Positive Pay, including import of check issue file
- Paid checks export
- Monthly statement download/viewing
- Bank analysis statement download/viewing

Electronic Deposit/Check 21:

- Check scanning process providing substitute check images
- Optional payment coupon scanning process
- Balancing processes, both checks w/payment coupons and total deposit
- Check file transfer to bank
- Payment file formatted for export into City's system
- Research capabilities
- Appearance of electronic deposits on-line and on monthly statements
- Discussion of interface capabilities with third party software and hardware

EVALUATION AND AWARD

Proposals will be evaluated in accordance with the criteria listed below. Award will be made to the responsive, responsible Contractor who complies with the requirements and scores the highest total on the evaluation criteria as it pertains to the overall needs of the City of Mequon.

Bank Experience - Experience with similar sized public and/or private sector clients, demonstrated ability to deliver requested services, staff qualifications	15%
Available Technology/Business Processes - Demonstrated ability to provide requested level of on-line services, availability of services that could create operating efficiencies for City of Mequon, ability to work efficiently with City systems. Evidence of solid business processes that ensure the City's banking transactions will be processed in a timely, accurate manner.	25%
Cost (Based on the total for the five (5) year period)	60%

OTHER CONSIDERATIONS

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The City reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

RESERVATIONS

This RFP does not commit the City to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, request additional information, waive minor irregularities in the procedure, negotiate with any qualified source, or to cancel this RFP in part or in its entirety.

NON-INTEREST OF CITY EMPLOYEES AND OFFICIALS

No City official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

CONTRACT DOCUMENTS

The successful vendor will be required to execute the City's Professional Services Agreement. This request for proposal and the proposal response will be included as exhibits to the Professional Services Agreement.

REQUEST FOR PROPOSAL BANKING SERVICES

I. INTRODUCTION

a. General Information

The City of Mequon is requesting proposals from qualified financial institutions to provide banking services as further defined herein. The City's goal is to obtain the required banking services in the most efficient and cost effective manner possible.

The City of Mequon is located in Ozaukee County, Wisconsin, on the western shores of Lake Michigan just north of Milwaukee, Wisconsin. The City is approximately 47 square miles, contains approximately 9,990 parcels and has a population of approximately 23,225.

II. CONDITIONS QUALIFYING A BANKING INSTITUTION TO PROPOSE

a. Designated Depository

Banking institution must be a qualified depository for public funds pursuant to Chapter 34 of Wisconsin State Statutes.

b. Location

The City will consider proposals only from banking institutions with business operations that accommodate local deposits; that is, within the City of Mequon.

c. Financial Policy/Procedure Manual

As applicable, banking institution must adhere to the investment objectives and restrictions as stated in Exhibit A, City of Mequon Financial Policies.

d. Collateralization of Deposits

Banking institution is required to enter into a "depository agreement" to pledge collateral to secure all City funds over and above amounts guaranteed by the Federal Deposit Insurance Corporation and the State Deposit Guarantee Fund. Deposits are to be collateralized at 105% of expected monthly depository balances up to a maximum of \$12 million. Further, during tax season (December through February), the City anticipates an additional monthly depository balance of up to a maximum of \$36 million which needs to be collateralized in the same fashion. All securities serving as collateral shall be specifically pledged to the City (not as part of a pooled fund) and placed in a custodial account in the City's name at a Federal Reserve Bank, a trust department of a commercial bank, or through another financial institution. The custodian may not be owned or controlled by the depository institution or its holding company, unless it is a separately operated trust institution. The custodian shall send statements of pledged collateral, listing individual securities and current market values, to the City Finance Office on a monthly basis. Acceptable collateral and other requirements are specified in Exhibit A, City of Mequon Financial Policies.

e. Financial Information

Banking institution shall provide financial statements for the past two years, including appropriate notes to the financial statements and unqualified auditor's opinion, with their proposal. In addition, proposing banks should submit their most recent bank rating information from applicable credit rating agencies or bank industry analysts. Financial strength and capacity will be evaluated based upon the information contained in the Veribanc Inc. - State of Wisconsin Report.

III. SCOPE OF BANKING SERVICES

a. Overview

The City desires to maximize its cash availability through the use of a general account and other various checking accounts. The City requires six (6) additional operating checking accounts including:

- Payroll Account
- Flexible Spending Account
- Tax Account(s)*
- Emergency Medical Services Account
- Utility Customers Online Payments Account
- Interest Bearing Account (*see page 14 for more information*)

The following accounts will all maintain a daily balance, except for the tax account which will only be utilized and maintain a balance during tax collection December through February.

b. Required Banking Services

i. Account Descriptions

1. General Account

This account is the City's general operating account, and receives most City deposits. All checks are written on this account. Computer prepared check disbursements are made through this account. Currently, checks are prepared weekly. Account Reconciliation and Positive Pay services are required on this account. The City's incoming and outgoing wire transfers and ACH's are processed through this account. The purpose of this account is to concentrate the cash on a daily basis. This account is an interest bearing demand account. Interest shall be based on collected balances in the account at the end of the business day.

Service fees for all other City accounts will be charged against this account.

*The City will require a separate tax account for each branch that will collect taxes on behalf of the City.

2. *Payroll Account*

The City's Payroll account supports 26 bi-weekly payrolls per year, plus occasional supplemental payrolls. Approximately ninety five percent (95%) of the City's 178 employees (230 during the summer months) are paid through automatic direct deposit. This account will be used solely to process payroll disbursements to City employees. Account Reconciliation and Positive Pay services are required on this account. No deposits are made directly to this account. A block to prevent ACH debits is necessary. Service fees for this account should be charged to the General Account.

3. *Flexible Spending Benefit Plan*

An account has been established for the City's Flexible Spending Benefit Plan, which is not a zero balance account. Monthly balances average approximately \$30,000. This is not an interest bearing account. Deposits are made to this account on the date of each bi-weekly payroll through a transfer from the General Account. ACH and check disbursements are made from the account by the City's third party administrator. Service fees incurred for this account should be charged to the General Account.

4. *Other Accounts (listed above)*

- These accounts are used on an as needed basis to segregate funds. The Tax Account will only be used during tax season and will maintain a zero balance otherwise. The Emergency Medical Services (EMS) Account maintains a monthly balance that fluctuates between approximately \$5,000 and \$300,000. This account is used for EMS ACH deposit and EMS fee debits to the City's third party vendor. Utility Customers Online Payments Account is used to segregate online payments for utility fees and maintains a low monthly balance.

ii. *Funds Availability Schedule*

The banking institution will accept all items delivered to it for deposit to the various accounts included in this Request for Proposal, and will credit the accounts in accordance with Federal Reserve Regulation CC:

- Funds received via wire transfer and ACH shall be considered immediately available funds.
- Cash and "on us" items shall be considered immediately available funds, in conjunction with the banks published Availability Schedule of cut-off deposit times.
- All other items shall be credited as available funds at such time as prescribed by the bank's Availability Schedule, but in no event later than the availability provided through the Federal Reserve's

Regulation CC mandated availability.

- If the bank, can credit accounts earlier by reason of direct sends or courier trips for obtaining credit availability, then the bank shall credit the accounts at such earlier time.

A copy of the bank's Availability Schedule shall be included in the proposal response.

iii. Deposit Slips

The bank will provide deposit slips for all depository accounts. Estimated annual deposit slip volume: General Account - 800.

iv. Bags and Night Drop Services

The banking institution will provide secured depository bags to the City and provide night depository services as needed. Deposits received by the bank before their stated close of business should receive same day credit.

v. Electronic Funds Transfer

The banking institution should be a member of the Automated Clearing House (ACH) system and should have a Fedwire account with the Federal Reserve.

1. Incoming

As per Regulation CC, the City intends to consider electronic funds transfers (EFT) received by the banking institution prior to the end of the business day as "available for investment" by the City, regardless of the time of the actual receipt by the banking institution. Should an EFT not be received by the banking institution, then the EFT will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

2. Outgoing

The banking institution agrees to execute any EFT order within one (1) hour after notification by the Finance Director or designee through the bank's online system, or by telephone. EFT ordered and not received by the destination party by 6:00 p.m. CST will be traced by the banking institution from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a failure to consummate an investment transaction. The banking institution must provide the City with the cut-off time for initiating EFT's to ensure same day execution.

3. *Online Access*

The City requires secure access to the banking institution's online banking website for the purpose of executing wire transfers and initiating ACH credits and debits. Please provide details on your banking institution's capability for handling automated wire transfers and ACH transactions, as well as the provisions enacted to ensure a secure environment for processing automated wire transfers and ACH transactions.

4. *Daylight Overdrafts*

It is the express intention of the City to perform daylight overdrafts to the extent that incoming EFT are expected during the business day. This is typically related to investment transactions throughout the year, and property tax settlements that occur in January and February through the Tax Account. Wisconsin Statutes require that each January 15 and February 20, municipalities pay all underlying taxing jurisdictions for property taxes collected by the municipality from December 1st through January 31st. Should the EFT not arrive as planned, the responsible party causing the delay of the incoming EFT will make compensation for lost interest. Although the City acknowledges that daylight overdraft cap limits are confidential information, respondents should include in their proposals your bank's policy for handling daylight overdrafts, and in particular how daylight overdrafts (if any) caused by the City will be handled. If your bank has adopted a policy of not allowing any daylight overdrafts, please state your policy as part of the proposal.

vi. *Direct Deposit*

Approximately ninety five percent (95%) of the City's employees currently participate in direct deposit of their bi-weekly paychecks. The City initiates "pre-notes" for changes in ACH direct deposit transactions. The payroll ACH file is provided by the City to the banking institution in a manner that will permit the banking institution adequate time to send files to the employee's banks one day in advance of payroll deposits. The banking institution must provide same day notification of all ACH rejections and returns via e-mail to the City.

vii. *Account Reconciliation*

Each checking account will require a file of paid checks, for each calendar month, with download capability or direct transmission to the City. Data required will include at least the account number, check serial number, check amount and date paid. Check files will be provided monthly within four (4) business days following month end.

viii. *Monthly Account Statements*

The banking institution will provide detailed monthly statements for each account. These statements should include cleared check numbers and amounts; missing check numbers; deposits by number, date and amount; and miscellaneous debits and credits. The City requires the statements for all accounts to be on a calendar month basis. A sample of the monthly account statement should be included with your proposal. A detailed account analysis showing service levels and price per unit shall be provided for - each account on a monthly basis . The City requires the analysis statements for all accounts to be on a calendar month basis. A sample of the monthly analysis statement should be included with your proposal.

ix. *Online Access*

The banking institution will provide secure, real-time internet access to all accounts. Details regarding the bank's on-line access system should be included in your proposal, including ability to provide multiple user access. Access should offer the capability to view account balances; transaction summaries; transaction detail including debits, credits, checks, deposits and wires; initiate stop payments and void checks; search and view cleared checks; transfer funds between accounts; and provide historical data including search options for specific transactions. The City should be able to initiate on-line wire transfers and ACH transactions.

Report generating capabilities should also be available, and the proposal should include information on standard and ad-hoc reporting capabilities. The proposal should also include a discussion of security features (i.e. login names, passwords, tokens, data encryption) included as part of the online account access system, as well as minimum system browser requirements for users of your online system. Other automated functions not performed through on-line access must be accessible by e-mail or fax, and a confirmation of receipt returned.

The banking institution will provide training on managing access to the on-line system to the City's designated system administrator(s). Banks selected for the interview process should be prepared to demonstrate the capabilities of their on-line access system.

x. *Returned Check Processing*

All returned checks due to insufficient funds will automatically be re-deposited a second time. The charge, if any, for this process must be included on the Cost Proposal Form with the other banking service costs. Returned item images will be provided same day to the City via a secured email.

xi. *Deposits and Error Correction*

Deposits will be delivered to and processed at City of Mequon or Village of Thiensville banking locations. All deposits must be credited at face value. Any debit and credit memos made to correct errors must be

accompanied by information identifying the specific error. Any errors caused by the banking institution will not be charged to the City. Corrections of deposit errors must be accompanied by a copy of the corresponding deposit slip.

xii. Currency and Coin Purchases

The City occasionally requires currency orders. This service will be provided at no cost to the City. Currency orders are usually under \$500.00.

xiii. Positive Pay

The City will submit an electronic file of accounts payable check data and payroll check data to the bank on the date that checks are issued. These files will be submitted in a format suitable for use by the bank. The banking institution should indicate what format(s) it can accept for positive pay files. On a daily basis, cleared checks should be matched against the submitted files and any exceptions reported by electronic means to the City for approval prior to payment. Positive Pay is only used for accounts payable and payroll.

xiv. ACH Fraud Filter

A fraud filter for ACH transactions should be available for all accounts. This filter will limit the ability of outside parties to execute ACH debits against these accounts unless the City grants specific permission for them to do so.

xv. Meetings

The banking institution's designated account representative shall be available to meet with City of Mequon staff on an annual basis to review the status of the existing service contract and update City staff on new services available which could enhance City operations.

xvi. Implementation Plan

The banking institution should outline its plan for implementation should they be chosen to provide the services requested in this RFP. The implementation plan should include the average lead times for implementation of services to include: account opening, deposit ticket orders, endorsement stamps, setup of on-line access, information reporting and other services.

xvii. Property Tax Collection Locations

The City presently utilizes branches of their main bank as alternative collection locations for property tax payments, particularly for times when City Hall is closed (after hours, weekends, etc.). Please include details of how the bank would provide such services, including hours of operations, locations, how payment information would be transmitted to the City for

updating of the property tax database, how refunds would be processed, etc. Also indicate the cost, if any, for providing this service.

c. Compensation

The selected banking institution will prepare, on a monthly basis, a billing for services rendered. The billing should be in a format that allows for reconciliation (using similar terms, format, etc.) as delineated in the Cost Proposal Form. Compensation should be debited from the appropriate accounts on a monthly basis.

Fees for any new services that were not detailed in Cost Proposal Form must be agreed to in writing between the City and the banking institution prior to initiation of such fees and services.

d. Interest Earnings

i. Rate

Interest earnings will be computed in strict accordance with the negotiated rate included in the proposal. The negotiated rate will be a fixed daily rate which bears a direct relationship to the Daily Fed Funds rate as published on the web site of the Federal Reserve Bank of New York (www.newyorkfed.org).

ii. Earning Balances

Interest shall be paid on total collected balances in the accounts at the end of the day, and shall be credited to the General Account on the last day of the month.

iii. Interest Bearing Account

This account should be an interest-bearing demand deposit account, interest shall be calculated on a daily basis and paid monthly on the last day of the month on collected balances in the account. (including any electronic funds transfers received during the day), at the end of each day on a 365-day year basis.

e. Optional Banking Services

A response to these items is optional and does not impact the City's selection process for the provider of banking services. This portion of the proposal will be evaluated independently.

i. Remote Deposit

The City has an interest in remote deposit capture services as authorized under the Check 21 legislation using substitute check images. Proposers should highlight their experience with remote deposit capture, flexibility in working with third party vendors, and provide cost proposals for the following options:

- City utilizes scanning equipment, data interfaces and software provided by the banking institution.
- City utilizes its own scanning equipment, data interfaces and software provided by a third party vendor.

Respondents should indicate what level of service is available to the City and the approximate cost on the Optional Banking Services Proposal form (Exhibit B).

ii. Lockbox for Utility Collection

The City also has considered lockbox services for processing of water/sewer utility bills (bills quarterly, with majority of collections in January, April, July, October; however, small volume of payments are received weekly throughout the year). Such services would include processing and deposit of all check remittances accompanied with a properly coded coupon provided to the remitter by the City. This operation would then make available daily through direct electronic download transmission all receivable data from the processed coupons as well as the payment amount deposited. Data transmitted electronically would also be supported daily with printed reports. Correspondence and any payments remitted that are rejected due to a lack of a coupon or other reasons shall be returned to the City on a daily basis. Respondents should indicate what level of service is available to the City and the approximate cost on the Optional Banking Services Proposal form (Exhibit B).

iii. Lockbox for Tax Collection

The City also has considered lockbox services for processing of property tax collections from December through February 15 of each year. The proposer would accept and process mail payment and submit a file to the City for import into the City's ERP system. Respondents should indicate what level of service is available to the City and the approximate cost on the Optional Banking Services Proposal form (Exhibit B).

iv. Overnight Investment Options

The City will entertain alternatives for overnight investment of City funds other than the interest-bearing account program described above. Please provide details of any such program. Respondents should indicate what level of service is available to the City and the approximate cost on the Optional Banking Services Proposal form (Exhibit B).

v. Other Optional Services

The proposer may list any other services that they offer and feel may be of interest to the City, but are not included in this Request for Proposal on the Optional Banking Services Proposal form (Exhibit B). Any other optional services listed will not count towards the final score for evaluation purposes.

IV. GENERAL

a. Immigration

City of Mequon supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification

and non-discrimination. The filing of a proposal in response to this RFP is considered certification that the proposer is in compliance with the INA and has established appropriate procedures and controls so that no services under this contract will be performed by a worker who is not legally eligible to perform such services.

b. Insurance

The Contractor shall agree that it will, at all times during the term of the contract, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary. City of Mequon shall be named as an additional insured with respect to General Liability.

Prior to execution of the written contract, the Contractor shall furnish the City with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty - (30) days advance notice of cancellation or non-renewal during the term of the contract.

i. Worker's Compensation and Employers' Liability Insurance

Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.

ii. Commercial General Liability Insurance (Including Errors and Omissions)

Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations, (2) products and completed operations, (3) personal injury, and (4) blanket contractual coverage. Errors and omissions shall not be excluded or a separate policy covering such exposure shall be maintained. Limits of Liability not less than: \$1,000,000 each occurrence and aggregate.

The City shall be named as additional insured and so stated on the Certificate of Insurance.

iii. Umbrella Liability Insurance

Coverage to be in excess of employers' liability, commercial general liability and automobile liability insurance required above; limits of liability not less than \$1,000,000.00 each occurrence. Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by City of Mequon.

V. SUB-CONTRACTORS

The names and addresses of any sub-Contractor or associate proposed to be used to complete any of the work required shall be stated in the proposal. State the capacity they would be used in and the approximate percentage of total services they would provide.

If Sub-Contractors are used, City of Mequon will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such Sub-Contractor arrangements.

The Prime Contractor will be fully responsible for the acts, errors, and omissions of the Sub-Contractor. The successful respondent shall cause appropriate provision of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

The Contractor may not subcontract any services covered under this Request for Proposal without prior approval of City of Mequon.

VI. *TERM/PRICING/INVOICE/PAYMENT*

The Contract will be for a period of five (5) years, with a planned commencement date of October 15, 2014. The depository contract shall contain a renewal clause that may, by mutual consent, be used to extend the contract for one additional five (5) year period under the same terms and conditions (maximum term 10 years for depository and banking services). Service fees and interest rates may be renegotiated after the initial contract term.

a. Pricing

All pricing must be firm for the term of the contract. Continuation beyond December 31 of any year is subject to the appropriation funds in succeeding fiscal year/years by the proper City Officials.

b. Cancellation

The depository contract shall provide the City reserves the right to cancel any agreement at any time upon ninety (90) days prior written notice of its intent to terminate any agreement. The designated depository shall provide the City at least one hundred eighty (180) days prior written notice of its intent to terminate any agreement.

END OF RFP DOCUMENT