



REQUEST FOR PROPOSAL

BANKING SERVICES

PROPOSAL NO. 946-0217-10F

PROPOSAL DUE DATE: WEDNESDAY, MARCH 17, 2010, 2:00 P.M.

REQUEST FOR PROPOSAL
RFP NO. 946-0217-10F
BANKING SERVICES

RELEASE DATE: February 17, 2010

CLOSING DATE: Proposals must be received by Wednesday, March 17, 2010
by 2:00 p.m. PST at the address listed below

CONTACT PERSON: Jo Castro, Assistant Finance Director
(925) 779-6134 Phone
(925) 779-7054 Fax
jcastro@ci.antioch.ca.us

City of Antioch
Finance Department
P.O. Box 5007
Third & H Streets
Antioch, CA 94509

Office Hours: Monday-Thursday, 8:00 a.m. – 5:00 p.m.

NOTICE TO PROPOSERS

Notice is hereby given that the City of Antioch invites sealed proposals for Banking Services for its bank accounts and related depository and cash management services. Each proposal shall be in accordance with the conditions and specifications on file in the office of the Finance Department, P.O. Box 5007, Third & H Streets, Antioch, California, where copies of said conditions and specifications may be inspected or obtained. All proposals must be in the format specified, enclosed in a sealed envelope and clearly identified with proposal title, name of proposer and date of proposal opening.

Sealed proposals shall be delivered to the Finance Department at the above indicated address on or before 2:00 p.m., Wednesday, March 17, 2010. It is the proposer's responsibility to ensure that proposals are received prior to the 2:00 p.m. proposal closing time as late proposals will not be accepted. The City of Antioch reserves the right to award or reject proposals in part or in whole and on any basis it deems in the best interest of the City. The specifications, general conditions, and this "Notice to Proposers" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website (www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm), it is the proposer's responsibility to check back on the website for any addenda that may have been issued, prior to the proposal due date (or you may contact the Finance Department at 925-779-7055).

Section A

DESCRIPTION OF WORK

I. INTRODUCTION

The City of Antioch (City) is seeking proposals from qualified financial institutions to provide comprehensive banking services for its bank accounts and related depository and cash management operations. The financial institution must be incorporated under the laws of the State of California or of the United States with an office/deposit location within the City limits.

II. BACKGROUND

The City is a “general law city” incorporated in 1872. It is located in Contra Costa County and has an estimated population of 101,000. The Council is comprised of five elected citizens and the City Manager is the City’s chief executive.

The City currently employs approximately 600 regular, part-time and seasonal staff members. For fiscal year 2009-10, the City has adopted a budget of approximately \$142 million.

The City’s primary banking relationship is currently maintained at Bank of America. Bank of America was originally awarded the banking services contract in 1994, and most recently through the Request for Proposal (RFP) process again in 2006.

With this new banking services contract, the City wishes to create efficiencies, make improvements where possible and take advantage of new, applicable technologies. It is the City’s intent to maintain all commercial banking services with one financial institution to maximize cash flow and minimize administrative costs. However, the City reserves the right to award multiple banking services contracts if it is deemed to be in the best interest of the City to do so.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the City reserves the right to modify the activities, time line or any other aspect of the process at any time, as deemed necessary by City staff.

By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing financial institutions in connection with the preparation or submission of a proposal. The awarding of any contract will be contingent on the availability of funds and the requisite staff and Council approvals. The decision to award any contract to a particular financial institution will be based on a variety of factors listed under Section XVII - Evaluation of proposals and negotiations. It is the City’s interest to do business with banking professionals who are dedicated to the government market.

III. SCOPE OF SERVICES

- A. Establish a general account as may be necessary to meet the banking requirements of the City.
- B. Establish at least five additional accounts for specific activities, two of which are zero balance or sweep accounts utilized for payroll and field checks.
- C. Disburse funds via repetitive wire transfers or ACH upon either telephone or online request of an authorized person.
- D. Accept and send ACH transactions and provide online notification of ACH deposits within 24 hours.

- E. Accept and send other electronic deposits including, but not limited to, image cash letter files (Check 21 program).
- F. Process direct deposit of employee payroll bi-weekly. Approximately 350 of the City employees receive their payroll via direct deposit.
- G. Provide consolidated deposits for customer payments made through online bill payment providers. Provide a single file of these payments to the City for posting through direct integration with current and future accounts receivable systems.
- H. Provide credit card merchant services.
- I. Provide positive pay services.
- J. Accept deposits at branch locations or local depositories.
- K. Provide armored car services. Courier pick-ups at City Hall shall be made no earlier than 11:00 a.m. to allow sufficient time for the preparation of the deposit, and no later than required to ensure proper credit to the City's account on that day. In addition, Seasonal pick-ups at a second location from late May until mid-September are required every year.
- L. Provide deposit slips, deposit bags and coin wrappers free of charge to the City's Finance Department.
- M. Process State of California Local Agency Investment Fund transfers and receive electronic funds payments for deposit of other State and county apportionments.
- N. Provide automated account reconciliation reporting services for City accounts. Available information should include, but not be limited to: closing ledgers, closing collected, opening ledgers, opening collected, float, previous day debit, and credit details (including bankcard deposits, sweep transfers, and ACH credit and debit detail).
- O. Provide online access to account information including daily activity reports, monthly statements, cleared checks, and automated stop payment.
- P. Provide monthly activity and account analysis statements and reports for all accounts. The statement cutoff should be the last day of the month. Statements must be sent no later than the 10th of the following month.
- Q. Provide a quarterly review of the City's account balances and opportunities to improve the City's cash management, to be held at the City Offices.

IV. QUALIFYING REQUIREMENTS

- A. Be a federally or State of California chartered financial institution.
- B. Be a member of the Federal Reserve system and have access to all services.
- C. Be a qualified depository for public funds.
- D. Be a full service bank in good standing among other comparable banks.
- E. Be capable of providing the services sought by the City.
- F. Have an established office within the City limits.
- G. Agree to assign experienced and dedicated staff who are committed and capable of servicing our accounts.
- H. Be in compliance and good standing with the Community Reinvestment Act.
- I. Be sufficiently capitalized to accommodate our cash/investment management needs.

V. REQUIRED INFORMATION

Interested proposers must provide the following information to the City to be considered a viable candidate for this contract:

A. Financial Institution Profile

- 1. Provide a general overview of financial institution, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the City will conduct its banking business.
- 2. Describe the financial institution's experience in providing similar services for other public clients. Please include the number of public agency clients, the dollar amount of public funds on deposit, and financial institution's knowledge of and adherence to the California Government Code and other applicable laws.

B. Staffing

Provide resumes of financial institution officers who will be directly involved in the management of the City account; who the primary contact will be; and what, if any, experience these officers have in working with public clients.

C. Banking Services

- 1. Describe the financial institution's ability and approach to provide the banking services described in Section III, Scope of Services, above and to what extent, if any, the service is automated.
- 2. Describe how interest will be calculated and credited on all accounts. Be specific.

3. What is the ledger cutoff time for deposits at the financial institution's local branch and at the financial institution's Processing Center? What time would the financial institution propose to schedule the daily courier collection to ensure the deposits meet this deadline?
4. Describe in detail the financial institution's procedures for handling deposit adjustments. What documentation on discrepancies does the financial institution provide? Is the documentation different for cash deposits and check deposits? What is the minimum adjustment amount? How soon would supporting documentation of a deposit discrepancy be provided to the City?
5. Describe the financial institution's returned item handling and notification procedures. Is an automatic re-clearing option available? How long does it take for returned items to be sent to the City?
6. Describe the financial institution's stop payment service and features. Can stop payments be entered online? How long is a stop payment effective?
7. Provide a copy of the availability schedule that would apply to deposits into the City accounts.
8. List the address of all branch offices in the City's vicinity.
9. Provide a list of the financial institution's holidays.
10. Describe how the financial institution will collateralize the City deposits.
11. Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.
12. Describe the types of insurance and bonding carried.
13. Describe any services and technological enhancements not previously mentioned that should be considered for further improving the effectiveness of the City's treasury management operations.
14. Will the financial institution guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?
15. Does the financial institution have the ability to confirm the clearing status of a check as an online service? If not, by phone?
16. Describe how to receive copies of paid items. How long does it take to obtain a copy of a paid check? Is this service available online?
17. Does the financial institution offer a CD-ROM and online imaging service? If so, please describe the service, the costs associated with this service and how long images are available online.
18. The City transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis (several transfers a month) and receives electronic funds payments for deposit of various State and county apportionments.
 - Is the financial institution an approved State of California depository?

- What is the charge per transfer to LAIF? From LAIF?
- Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?
- Does the financial institution have an office in Sacramento that maintains a direct DDA banking relationship with the State Treasurer's Office and the State Controller's Office?

19. Direct Deposit of Payroll is currently in place, with the majority of the City's employees participating. The payroll files are transmitted by the City for paydays that occur on every other Thursday, except on holiday weeks. In addition, the City also processes many accounts payable vendor payments electronically.

- Please describe the financial institution's ACH and Direct Deposit service in detail.
- What are the different ACH file transmission options available to the City?
- What are the transmission deadlines for Direct Deposit ACH files? When (day and time) does the financial institution need the file from the City, and when specifically are funds debited from the City's account?
- Please describe in detail the financial institution's back-up plans for data transmissions. The City requires immediate notification of any changes or problems and the ability to re-send a file or to delete a file.
- What screening measures does the financial institution use to minimize errors on files sent to you i.e., pre-notes, ABA screening, etc.?

20. The City currently accepts Visa, MasterCard and Discover credit card payments.

- Please describe the financial institution's Bankcard and Point-of-Sale processing capabilities.
- What authorization methods do you support and which do you recommend?
- Please quote a discount rate and all other applicable charges for the credit card processing described above. Quote rates for both swiped and non-swiped transactions.
- What are the fees associated with debit card transactions?
- How is the applicable interchange fee determined for each transaction? What does the financial institution recommend to minimize interchange fees?
- When and how are the discount rate and other fees charged to the City? Can these fees be paid through account analysis? If the fees can be paid through account analysis, please describe how they are calculated and when they are charged.

- Describe your reporting methodology and how adjustments and charge backs are handled. Are charge backs and other debit adjustments netted from daily proceeds or debited separately? Is the discount fee refunded when a charge back or refund occurs? What is the rebuttal process?
 - When and how will the City receive funds for each day's transactions? Is settlement by ACH or Fed Wire? Are settlement amounts listed separately on the bank statement or will they appear as one lump sum? Will the financial institution break out settlement amounts by merchant location?
 - Is the bankcard relationship managed by a separate unit of the financial institution, or by the Account Relationship Manager? Please briefly describe the structure of this area.
 - What are the hardware costs if new terminals are required?
21. The City utility billing operations currently has several automated processes for processing payments and making deposits including payment by automatic ACH payments initiated by the City and by other online bill payment providers initiated by the customer.
- Please describe the financial institution's ACH service in detail.
 - What are the different ACH file transmission options available to the City?
 - What are the transmission deadlines for Direct Deposit ACH files? When (day and time) does the financial institution need the file from the City, and when specifically are funds credited to the City's account and debited from customer accounts?
 - How does the financial institution handle transmission of online bill payments?
 - Does the financial institution have any limitations in working and accepting deposits from third party payment processors?
22. The City wishes to begin processing payments utilizing image cash letter files for deposit.
- Briefly describe what is required in terms of paper check storage and retention.
 - Please provide pricing and start-up costs including hardware and software to support image cash letter files (Check 21 Program) Include purchase and rental cost options for hardware.
 - Please provide pricing for any monthly or annual maintenance fees and expected costs of supplies.
23. The City currently uses a lockbox provider for utility payments. Does your bank offer these services and what are the fees?
- Where is the lockbox located?

- How many lock box clients do you currently service?
- Briefly describe your process.

VI. REPORTING

Describe the frequency and format of reports that you would provide to the City and include sample reports and records.

VII. PRICING AND ACCOUNT ANALYSIS

A. Provide the proposed prices for the following list of basic banking services on the attached worksheet.

1. Account Maintenance
2. Wire Transfers (Incoming, Outgoing, Outgoing-Repetitive)
3. Intra-Bank Transfers
4. Item Deposits (Check and ACH)
5. Image cash letter file deposits (Check 21)
6. Cash Deposits
7. Item Paid (Paper, ACH)
8. Direct Payroll Deposits
9. Stop Payment (Manual and Online)
10. FDIC Insurance Charge
11. Return Item Processing
12. Uncollected Funds Charges
13. Balance Reporting Fees (fixed and per item)
14. Set Up Charges (if any)
15. Bankcard Processing (list all related charges)
16. Daily Armored Transportation Service
17. Monthly Bank Statements and Cleared Checks
18. Check Image Retrieval and CDs

Are there any other charges that would apply to these accounts? (Please itemize.)

- B. Does the City have the option of compensating your bank on either a fee or balance basis? Is the price the same for either option? If not, what is the difference? If on a fee basis, can excess balances be used to partially offset activity charges?
- C. Please describe the procedures used to make an adjustment to bank statements and to assure a corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?
- D. How is your earnings credit determined, adjusted and applied? Please include in your explanation the impact of your reserve requirement, your formula for converting service charges to balance requirements, and a listing of your earning credits and reserve requirements. Are these calculated quarterly or annually?
- E. Describe the bank's policies concerning daylight overdrafts and what, if any, impact these policies may have on the management of the City's accounts.

VIII. ADDITIONAL SERVICES

There are services not otherwise identified in the City's RFP Scope of Services (Section III) that the proposer may offer to the City, such as Lock Box Service for utility payments and for purchase cards (City credit cards). Proposals are not required to address any additional services in order to be considered an acceptable proposal. However, final selection of the successful proposer may be based on the desirability and cost of the additional services offered.

IX. CONVERSION

- A. Describe a conversion plan to transfer assets of the City to your financial institution.
- B. What lead-time do you expect will be necessary before the conversion begins?
- C. Indicate your plans for educating and training the City employees in the use of your systems.
- D. Support after implementation.

Section B

GENERAL TERMS AND CONDITIONS

PROPSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Finance Division, City of Antioch, 200 H Street, Antioch, CA, 94509. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, name of proposer, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 11 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum proposal shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any proposer for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice to Proposers" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

7. **Communications.** All timely requests for information submitted in writing via e-mail (jcastro@ci.antioch.ca.us) will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The proposer to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications. Any requested deviations to the attached standard Professional Services Agreement must be set forth in the proposal. Otherwise, proposer shall be deemed to have accepted all terms of the Agreement.
11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
12. **Business License and Tax.** The Contractor must have a valid City of Antioch business license and tax certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling (925) 779-7059.

CONTRACT PERFORMANCE

13. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
14. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Antioch ordinances, regulations and adopted codes during its performance of the work.
15. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
16. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

17. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
18. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
19. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
20. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
21. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30).
22. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
23. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

Section C

SPECIAL TERMS AND CONDITIONS

1. **Contract Term.** The term of the contract shall be for a period of three years at which time the performance of the bank will be evaluated. Upon mutual agreement at that time, the City Manager or their designee may extend the contract for another period of three years.
2. **Chartered Institution/Branch Office in City.** Proposers must be a federally or State of California chartered institution and must maintain a full-service branch within the limits of the City of Antioch during the term of the contract.
3. **Account Activity.** The number of transactions indicated in the RFP is believed to be a reliable estimate of the City's banking activities. However, the actual number of transactions may vary and the City provides no guarantees regarding minimum or maximum volumes.
4. **Commencement of Banking Services.** The successful proposer shall begin providing the full scope of services no later than July 1, 2010.
5. **Proposal Content.** Your proposal submission package must include the following information:

Submittal Forms

These are provided in Section F.

- a. Proposal submittal summary
- b. References from four companies (preferably government agencies) for whom you have provided similar services and a list of any clients where similar services were provided who terminated services in the last three years prior to the end of the service agreement
- c. Statement of past contract disqualifications or terminations for 10 years.
- d. Availability schedule
- e. Required services pricing schedule
- f. Compensation

Note: For ease of preparation, proposers may recreate these forms electronically as long as the same information is provided in a similar format.

Supplemental Attachments

To be an acceptable proposal, all of the above documents must be included with the submittal, along with responses to the *Required Information* set forth in Section A.

In addition, the following attachments may be required:

- g. If the prospective banking institution is proposing alternatives or non-substantial deviations to the Banking Services, a full description and justification for the proposed alternative or deviation must be included with the proposal.

- h. If the prospective banking institution is proposing an alternative method for pricing of banking services, a full description of the alternative must be included with the proposal along with computation detail.
- i. Transaction indicators and estimated quantities have been provided on the Banking Services submission form. It is assumed that the itemization of costs provided in this submittal will fully compensate the banking institution for all Banking Services. In the event that additional itemization of transactions is required by the proposer in order to be fully compensated for Banking Services, spaces have been provided on the form which should be completed in full by the proposer. If estimated transaction volumes are required to complete the submittal form for additional items, the City should be contacted in writing via e-mail (jcastro@ci.antioch.ca.us) for this information. The City's written response will be available on the City's website (www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm).
- j. We encourage you to be creative and educational in your responses. Include information about the bank's community involvement and the dedicated resources for serving the public sector. While your format must be consistent with the requirements of this RFP, if you believe there is additional information that would be beneficial to us, we invite you to include it in your proposal.

Proposal Length and Copies

- k. Proposals should not exceed 25 pages, including attachments and supplemental materials. Proposals should be on 8 1/2x11 inch paper, minimum 11 point font and top/bottom margins of at least 0.5 inches and left/right margins of at least 1.0 inches.
- l. Five copies of the proposal must be submitted.

6. Proposal Evaluation and Selection. Proposals will be evaluated by a review committee based on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Ability to provide evolving technologies, products and services.
- f. Reliability and quality of customer service.
- g. Financial strength and capitalization.
- h. Commitment to the government market.
- i. Proposed approach in completing the work.

- j. References.
- k. Background and related experience of the specific individuals to be assigned to this project.
- l. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

7. **Proposal Evaluation and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

a. Issue RFP	2/17/2010
b. Receive proposals	3/17/2010
c. Complete proposal evaluation	3/24/2010
d. Conduct finalist interviews	3/31/2010
e. Finalize staff recommendation	4/07/2010
f. Award contract	4/14/2010
g. Execute contract	4/30/2010
h. Begin transition	5/01/2010
i. Complete transition and “go-live”	07/01/2010

8. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the banking institution as part of the work or services under these specifications shall be the property of City.

9. **Copies of Reports and Information.** If the City requests additional copies of reports, or any other material in addition to what the banking institution is required to furnish in limited quantities as part of the work or services under these specifications, the banking institution shall provide such additional copies as are requested, and City shall compensate the banking institution for the costs of duplicating of such copies at the banking institution’s direct expense.

10. **Non-Exclusive Contract.** The City reserves the right to contract with other banking institutions during the contract term.

Section D

FORM OF AGREEMENT

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and _____ ("Consultant") as of _____, 2010.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services. The Consultant's signature.

2.2 Payment Schedule.

- 2.2.1 City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.
- 2.2.2 City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: _____

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed _____ (\$ _____). Expenses not listed in the proposal are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and

under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or their officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and

their officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- f. The policy must contain a cross liability or severability of interest clause.

4.3 **Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserve the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent

contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided

to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00),

the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CONSULTANT:

CITY OF ANTIOCH

[NAME OF CONSULTANT]

Jim Jakel, City Manager

[NAME, TITLE]

Attest:

[NAME, TITLE]

L. Jolene Martin, City Clerk

Approved as to Form:

Lynn Tracy Nerland, City Attorney

Section E

INSURANCE REQUIREMENTS

City of Antioch

Insurance Requirements For Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Errors and Omissions Liability Insurance appropriate to the consultant's profession. The professional liability protection need not be a separate policy, but may be included in Consultant's business liability policy. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) General Liability, including operations, products and completed operations, as applicable:
\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
- (4) Errors and Omissions Liability:
\$2,000,000 per occurrence or per claim. If protection is accomplished through a "claims made" policy, a 36-month extended reporting period shall be provided.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Antioch, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to the services provided by the Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of any policies required by this clause, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event the policy is cancelled for non-payment of premium, ten (10) days' prior written notice, as stated above, will be given.

Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. If the insurance company is not licensed to do business in California, the A.M. Best rating shall be not less than A+:X.

Verification of Coverage

Consultant shall furnish the City of Antioch original certificates of insurance and endorsement(s) effecting coverage to the City of Antioch for approval. The Commercial General Liability endorsement shall be a form CG 20 10 11 85, and shall have the wording identified as Attachment A, attached to this document. The Commercial Automobile Liability endorsement shall be a form CL/CA 99 09 08 95, and shall have the wording as identified as Attachment B, attached to this document. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all insurance policies required by this section.

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES or CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF ANTIOCH
ATTN: Finance Department
P.O. Box 5007
Antioch, California 94531-5007

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with the respect to liability arising out of "your work" for that insured by or for you.

SCHEDULE, CONTINUED: The City of Antioch, its officers, officials, employees and designated volunteers

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PERMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CG 20 10 11 85

ATTACHMENT A

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:

CITY OF ANTIOCH
ATTN: Finance Department
P.O. Box 5007
Antioch, California 94531-5007

- A. WHO IS AN INSURED is amended to include as an "Insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Additional Insured which may be imputed to the Additional Insured. However, the naming of the person or organization

shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily Injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for damages that the Additional Insured would have in the absence of the contract or agreement.
2. "Bodily injury" or "property damage" arising out of the use or your "products" or work you performed for the Additional Insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the Additional Insured
 - b. Property in the care, custody or control of the Additional Insured for any purpose of exercising physical control.

C. Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance which would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.

CL.CA. 99 09 08 95

ATTACHMENT B

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

(Continued from page 1.)

SCHEDULE, CONTINUED:

The City of Antioch, its officers, officials, employees and designated volunteers.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY U.S. MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CL.CA. 99 09 08 95

ATTACHMENT B

Rev.1/17/02

Section F

PROPOSAL SUBMITTAL SUMMARY

The undersigned declares that she or he:

- Has carefully examined Request for Proposal 946-0217-10F, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.
- Certifies this proposal meets or exceeds all of the requirements Request for Proposal 946-0217-10F, except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.
- Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Corresponding Bank (if applicable): _____

Local Branch Address

<i>Branch Manager</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
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The undersigned declares that they have carefully examined the Request for Proposal, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____.

Describe fully the banking services provided to five government agencies performed by your financial institution which demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 2

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 3

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 4

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Additionally, attach a listing of any clients where similar services were provided who terminated services in the last three years prior to the end of the service agreement.

BANKING SERVICES PROPOSAL FORM

Please complete all items on this attachment. (1) If your financial institution does not or cannot provide a specific requested service, please indicate “no proposal” and if appropriate recommend an alternate service and include as a specified attachment. (2) If the service is contracted to a third-party, please mark this clearly.

In addition to submitting proposal responses, this form **must also** be submitted in the Excel format. It is to be returned either via usb flash drive with the proposal package or it may be transmitted by e-mail on March 18, 2010 to jcastro@ci.antioch.ca.us .

City of Antioch-Banking Services Proposal Form (Mark Item Clearly if "No Proposal" or Contracted to Third Party)	Standard Fee Per Unit	Discounted Fee Per Unit	Estimated Mo. Unit Volume	Total Monthly Cost	Total Annual Cost
GENERAL ACCOUNT SERVICES					
ACCOUNT MAINTENANCE			6		
ZBA – DEPOSITORY + MASTER MAINTENANCE			1		
ZBA SUBSIDIARY ACCOUNT MAINTENANCE			3		
DEBITS POSTED – OTHER			35		
CREDITS POSTED – OTHER			286		
TOTAL GENERAL ACCOUNT SERVICES					
DEPOSITORY SERVICES					
CURR/COIN DEP/\$100 – VLT – CA			1,913		
VAULT DEPOSIT – SPLIT			49		
CASH LETTER/ITEM PROC DEPOSITS			6		
CKS DEP ON US – CA			475		
CKS DEP LOCAL CLEARINGS – CA			100		
CKS DEP SELECT IN DIST – CA			1,700		
CKS DEP ALL OTHER – CA			325		
CKS DEP-IMAGE CASH LETTER FILE (CHECK 21)			2,000		
RETURNS – CHARGEBACK – CA			20		
RETURNS – RECLEAR – CA			20		
DEPOSIT CORRECTION – CASH			1		
TOTAL DEPOSITORY SERVICES					
PAPER DISBURSEMENT SERVICES					
GENERAL CKS PAID – NOT TRUNCATED			22		
GENERAL CHECKS PAID – TRUNCATED			675		
STOP PAY AUTOMATED >= 12 MONTHS			5		
POSTAGE					
CD ROM MAINTENANCE			5		
CD ROM PER IMAGE			750		
IMAGE RETRIEVAL BA DIRECT			20		
CD ROM DISK			1		
TOTAL PAPER DISBURSEMENT SERVICES					
PAPER DISBURSEMENT RECON SERVICES					
PARTIAL MAINTENANCE			1		
PARTIAL RECON WITH PPAY MAINTENANCE			2		
PARTIAL ITEM			80		
PARTIAL PPAY ITEM			725		
PARTIAL AR – MIN MONTHLY MAINTENANCE					
CHECK ISSUE INPUT – TRANSM MEDIA			5		

City of Antioch-Banking Services Proposal Form (Mark Item Clearly if "No Proposal" or Contracted to Third Party)	Standard Fee Per Unit	Discounted Fee Per Unit	Estimated Mo. Unit Volume	Total Monthly Cost	Total Annual Cost
PARTIAL AR – TRANSM OUT – 1 ST ACCT			6		
TOTAL PAPER DISBURSEMENT RECON SERVICES					
GENERAL ACH SERVICES					
ACH MONTHLY MAINTENANCE (W)			4		
PC TAX PAYMENT			6		
CONSUMER ON US CREDITS (W)			210		
CONSUMER OFF US CREDITS (W)			1,055		
ACH DEBIT RECEIVED ITEM (W)			130		
ACH CREDIT RECEIVED ITEM (W)			450		
ACH INPUT – TRANSMISSION (W)			7		
EXPRESS TAX MAILED RECEIPT			6		
EXPRESS TAX FAX RECEIPT			6		
ACH OPTIONAL REPORTS – ELECTRONIC			28		
ACH OPTIONAL REPORTS – FAX (W)			6		
TOTAL GENERAL ACH SERVICES					
EDI SERVICES					
RAPIDPAY MONTHLY MAINTENANCE			1		
RAPIDPAY CORE ITEM PROCESSING			3,820		
TOTAL EDI SERVICES					
WIRE & OTHER FUNDS TRNSF SERVICES					
MANUAL WIRE OUT – DOMESTIC			1		
TOTAL WIRE & OTHER FUNDS TRANSF SERVICES					
INFORMATION SERVICES					
DIRECT PREVIOUS DAY ACCT FEE			1		
DIRECT PREVIOUS DAY EXT ITEM			900		
DIRECT PREVIOUS DAY MAINTENANCE			1		
TOTAL INFORMATION SERVICES					
LOCKBOX SERVICES					
MONTHLY BASE CHARGE – PER BOX			1		
ITEMS PROCESSED – PER ITEM			12,000		
ACCOUNT MAINTENANCE – PER ACCOUNT			1		
REJECTS/CORRESPONDENCE – PER EACH			100		
OCR SCAN LINE REPAIR – PER KEYSTROKE					
DATA TRANSMISSION – PER MONTH					
DATA TRANSMISSION/MEDIA – PER ITEM					
PAYEE VERIFICATION – PER ITEM					
POSTAL BOX RENTAL – PER MONTH			1		
LOCKBOX DEPOSIT – PER DEPOSIT					
TOTAL LOCKBOX SERVICES					
TOTAL ACTIVITY CHARGES					
OTHER SERVICES:					