



citycounty insurance services
www.cisoregon.org

Request for Proposals (RFP)

Banking & Credit Card Processing Services

CIS
1212 Court St. NE
Salem, OR 97301
(503) 763-3800

RFP Schedule	
Issuance of RFP:	November 13, 2018
Submission of Questions about the RFP:	November 30, 2018, 5:00 p.m. (PST)
Proposal Due:	December 14, 2018, 5:00 p.m. (PST)
Anticipated Contract Award:	January 16, 2019

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A membership service of:



**CIS
REQUEST FOR PROPOSALS
FOR
Banking & Credit Card Processing Services**

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified financial institutions with physical branches in Oregon for banking and credit card payment receipt processing services.

B. BACKGROUND

CIS is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Salem, CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. The majority of cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

Three trusts operate under the name of CIS and aggregate efforts to achieve economies of scale wherever possible. The P/C Trust provides the property/casualty and workers' compensation programs for city and county local governments. The Employee Benefits Services Trust (EBS) and Association of Oregon Counties Insurance Trust (AOCIT) provide health insurance programs to city and county governments, respectively. CIS also administers the Oregon Public Entity Excess Pool (OPEEP) which provides excess liability coverage to self-insured Oregon local government entities.

II. SCOPE OF WORK

A. MINIMUM QUALIFICATIONS FOR BANKING SERVICES

Financial institutions being considered for selection, at a minimum, must meet the following qualifications:

- Full-service institution capable of providing all of the services listed in this RFP;
- Qualified public depository as prescribed by Oregon State law, (ORS Ch. 295) and currently on the Oregon State Treasury list of Qualified Depositories for Public Funds;
- Able to provide a Certificate of Participation for collateral up to an amount of \$10,000,000, as required by seasonal demands and special transactions;
- Able to provide direct access to the Fed Wire System for wire transfer activity;
- A member of the Oregon Automated Clearing House Association with the ability to facilitate NACHA formatted ACH import files;

- Insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF);
- Be in compliance and in good standing with the Community Reinvestment Act;
- Agree to assign experienced staff to service CIS' accounts;
- Sufficiently capitalized to accommodate our cash management needs; and
- Provide audited financial statements annually for the financial institution itself and audited financial statements annually for a holding company if the financial institution is part of a holding company.

B. DESCRIPTION OF ACCOUNTS

CIS requires the following accounts:

- Two Zero Balance Accounts (ZBA), one for pulled ACH payments, and the other for pushed ACH receipts.
- Three general accounts: CIS Trust Claims; CIS Trust General; and OPEEP General.

See [Appendix A](#) of this RFP for monthly quantities of deposits, disbursements, and other activity.

The CIS Trust Claims account is used for disbursements of CIS Trust claims payments and deposits of relatively small subrogated amounts, including ACH payments and receipts.

The two general accounts are used for deposits (including deposits from our online merchant services accounts), disbursements, and money transfer activities. CIS deposits between \$500,000 and \$10,000,000 per month through its general account. Accounts payable checks and ACH payments are sent out every week and the total payment ranges from \$100,000 to \$4,000,000 on average. See [Appendix A](#) of this RFP for monthly quantities.

CIS requires to be advantaged by a sweep account or other mechanism that places funds held overnight in an environment with higher yields than the demand accounts, specify the minimum balance required for these activities. It is the practice of CIS to transfer all undesignated funds to the Local Government Investment Pool with the utmost efficiency.

C. ADDITIONAL REQUIREMENTS

CIS is also interested in hearing about the ways your financial institution processes the following items:

- Vendor payments, especially if electronic funds transfer is used;
- Customer payments to CIS utilizing electronic funds transfer;
- How your financial institution lists the previous day's balance and the end transaction with detailed listing;

- Price for check-imaging on front and back. Provide suggestions on how they are archived and describe how miniature images can be merged with statements;
- Online banking services.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	November 13, 2018
Deadline to Submit Written Questions about the RFP:	November 30, 2018, 5:00 p.m. (PST)
Proposal Due Date:	December 14, 2018, 5:00 p.m. (PST)
Evaluation of Proposals, Finalists Selected:	December 21, 2018
Finalist Interviews (if needed):	January 3-4, 2019
Anticipated Contract Award:	January 16, 2019
Commencement of Contract:	February 1, 2019

B. CIS CONTACT PERSON

Michael Mischkot
 Chief Financial Officer
 1212 Court St. NE
 Salem, OR 97301
Email: mmischkot@cisoregon.org
Phone: 503-763-3830

C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PST) on November 30, 2018**. Questions must be in writing and e-mailed to the [Contact Person](#) above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **5:00 p.m. (PST) on December 14, 2018**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay in the method of delivery used by the Proposer except where it can be established that CIS was the sole cause of the late receipt.

2. Method of Submittal

The proposal must be submitted in electronic form in an email to the [Contact Person](#) above.

3. Finalist Interviews (if needed)

If interviews of finalists are needed, they will be via web meeting (i.e., Skype) and occur on or about **January 3-4, 2019**.

4. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS, though CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- *Quality of the Proposal*, including an expressed understanding of CIS' requirements;
- *Comprehensiveness of the Services Provided*. Overall capabilities of the financial institution to meet the required service levels described in the RFP;
- *Financial Strength and Stability*. The financial institution's financial standing among its peers and the associated credit ratings;
- *Demonstrated Experience of the Financial Institution*, particularly with similar organizations and account structures;
- *Experience and Qualifications of Assigned Relationship Manager*. The credentials, experience, and length of service of the person assigned to manage our relationship;
- *Interviews* (if conducted);
- *References*;
- *Cost of Services*, including the cost and effort to implement the new relationship;
- *Miscellaneous*, including exceptions/deviations.

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communication by the [Contact Person](#) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer, or selected financial institution.

B. CHANGES TO RFP

If it is necessary to make material changes to the RFP, CIS will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website (www.cisoregon.org/about/rfs). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by checking the website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

C. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

D. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the State of Oregon and in the local jurisdiction in which it is located or where the work will be performed.

E. PRE-CONTRACTUAL EXPENSES

CIS will not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for their own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for 90 days thereafter. The proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the proposer later alleges are retroactively applicable.

G. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of CIS, except for information identified by the proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that, as a public entity, CIS is subject to Oregon public records laws which may require the disclosure of information regarding proposals or a subsequent contract.

H. IMMATERIAL DEFECTS IN PROPOSAL

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse the proposer from full compliance with the RFP if awarded the contract.

I. WRITTEN AGREEMENT

The selected Proposer shall enter into a written agreement with CIS governing the provision of professional services to CIS. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the Proposer's offer or the outcome of contract negotiations. The agreement will also include the provisions described in [Appendix B](#), as well as any terms or conditions added by addendum.

It is anticipated that the Proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

J. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be on or about January 16, 2019. No agreement with CIS shall be in effect until a contract has been approved by CIS and has been signed by all parties.

K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

V. PROPOSAL FORMAT AND CONTENT

The proposal submitted in response to this RFP must contain the information required in **Sections A through H and [Appendix B](#)** below. Brevity is preferred. For the questions in **Sections B through F**, please precede your answers with a restatement of the question or header, as appropriate. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your financial institution and the subcontractors where appropriate.

Submitting general marketing materials about your financial institution in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

A. COVER LETTER

All proposals must include a cover letter addressed to the [Contact Person in Section III, B](#) above. At a minimum, the cover letter must contain the following:

- Identification of the financial institution, including business name, address and telephone number.
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **go days** from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.
- A statement certifying that the financial institution: 1. is not aware of any officer, agent, or employee of CIS having a pecuniary interest in this proposal; 2. has not participated in preliminary negotiations with any officer, agent, or employee regarding this proposal; 3. that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer to this RFP; and 4. the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
- Identification of any information contained in the proposal which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.

- Signature of a person authorized to bind the offering financial institution to the terms of the proposal.

B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. **Overview:** Provide a corporate overview of your financial institution, the year it was established, the type of services available and the size of staff. Identify the number of branches within the Salem, Oregon area, and the nearest full-service branch to CIS' main office ([1212 Court St. NE, Salem, OR](#)). Include the days and hours of operation of these branches.
2. **Adverse Conditions:** Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the financial institution is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.
3. **Experience and Qualifications:** Describe your financial institution's experience and qualifications for providing the required services. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experience within the last **five years** that is relevant to the scope of work outlined in this RFP.
4. **Public Sector Experience:** Describe your financial institution's experience in providing services to the public sector. Include exclusive resources dedicated to the public sector.
5. **References:** Provide **three references** of clients comparable to CIS' size and financial needs. Include a brief description of the services provided and a contact person, including e-mail and telephone number for each client described.
6. **Insurance Coverage:** Provide a statement indicating that the financial institution has in effect or can obtain appropriate insurance coverage, as described in [Appendix B](#).
7. **Disaster Recovery:** Describe the financial institution's procedures to provide uninterrupted essential banking services.

C. RELATIONSHIP MANAGEMENT

1. Describe the relationship team that will be assigned to CIS' account. Each team member should have the ability to devote an appropriate amount of time to service the account. Describe individual roles, responsibilities, credentials, related banking experience, and length of service with your institution. Designate a Relationship Manager who would be ultimately responsible for the relationship. Furnish brief résumés (not more than

two pages long per person) for all key personnel; include these as an exhibit, not in the body of the proposal. See [Section V,H](#) below.

2. If more than two people will be assigned to the CIS account, include in the exhibit a simple organization chart that clearly delineates communication and reporting relationships.

D. IMPLEMENTATION PLAN

Describe in detail what information, documents, staff assistance, facilities or other resources you would require from CIS to setup the relationship and accounts with CIS; declare any critical assumptions upon which your implementation plan is based.

Explain how your financial institution would ensure a smooth transition from the current provider. Describe the on-site training you will provide to our personnel for the operation and use of your financial institution's services and automated systems for all areas of service.

Include a timeline for this implementation plan.

E. BANKING SERVICES

Please provide the information requested for the following services:

1. Deposit Processing

All payments received by check are sent to a lockbox via USPS. Please provide a description of this service, as well as your associated policy, process and internal controls. Lockbox services are preferred to be provided in the State of Oregon.

Describe how the financial institution would accommodate our account. Indicate deposit options. Indicate branch locations with proximity to CIS' offices. Provide information regarding processing of returned items in this section including automatic re-presentation options.

Describe the process and timing for deposit corrections or other credits or charges to the CIS accounts. When these entries are made, what notification is provided?

2. Account Reconciliation

CIS checks are printed using a laser printer. Describe your financial institution's ability to provide an electronic download of cleared checks and indicate the time it would be available each morning. Monthly account reconciliation reports, bank statements, account analysis statements, confirmations, stop payments/Positive Pay, return notices and other report related features must be provided. The monthly statements and other reports should include understandable descriptions or include a guide or legend as to what these descriptions mean.

Describe your financial institution's ability to provide various reports and statements in hardcopy and electronic media. Describe the check and deposit reconciliation services offered by the financial institution. Describe paid check confirmation and stop-payment procedures.

Describe the procedure and turnaround time for providing copies of paid checks and deposit slips. Indicate if this data is available by a method other than paper copy, such as by using digital imaging or online access.

3. Electronic Fund Transfers (EFT)

Outline your process for EFT payments.

Wire Transfers

Describe your financial institution's incoming and outgoing electronic wire transfer services. Include in this description the process and software used for initiating repetitive and non-repetitive wire transfers. The service must be available via the Internet. Include in the description the security features utilized to prevent unauthorized users from initiating or approving wires. Authorization dollar limits should be explained. CIS requires a two-person system with one person creating the payment and the second to approve the processing of the payment.

ACH Transactions

Describe the process and software for initiating ACH transactions. Please include transmission format requirements, API documentation, if any, and other details you consider relevant. Provide the timing requirements of the data exchange such as the number of business days prior to the effective date and the time requirements for corrections. Indicate the timing of the transfers, that is, whether the financial institution utilizes early day or memo posting.

CIS uses ACH processing to facilitate payments from customers, to vendors, and for employee reimbursements. CIS requires a dual-approval system with one person creating the payment/pull and the second to approve the processing of the payment/pull.

For resolution of problems describe the procedures, the timing requirements and the deadlines for correcting errors. Indicate whether the resolution is handled by phone, fax or Internet.

Include initiation and confirmation of wires, fees, safeguards, security measures, and notification options offered by your service.

4. Balance Reporting

The financial institution must be able to provide by internet a daily file by **7:00 a.m. (PT)** that contains:

- Prior day's ending ledger balance;
- Prior day's ending collected balance;
- Total debits and a detailed listing of debits;
- Total credits and a detailed listing of credits; and
- ZBA balance account amounts and detail.

Describe the balance reporting system offered by the financial institution and its features, including "user-friendliness".

5. Collected Balances, Earnings, Allowance, and Overdraft Protection

Describe the financial institution's calculation of earnings to be credited on collected funds. List the earnings credit rate for collected funds for the most recent 12 months. Describe the calculation used to determine the charge assessed for uncollected funds. Indicate whether the financial institution allows a carry-forward of earnings credits and charges for uncollected funds. If a carry-forward is allowed, indicate whether the settlement interval is monthly, quarterly or annually.

Describe the procedures and charges associated with overdrafts and overdraft protection.

6. Online Services

Provide a comprehensive description of online services including, but not limited to, bank statements, transfers between accounts, stop payment procedures, check images, deposited item images, EFT activities, and positive pay.

7. Business Credit Cards

CIS provides certain employees with a business credit card for use when traveling. Describe what services are offered to provide business credit cards including: online administration, security features utilized to prevent unauthorized card creation and manipulation of set card credit limits, fraud handling procedures, automatic payments, and any other services provided. Please describe the "workflow" services (receipt attachment, coding capabilities, etc.) associated with the credit card services.

F. OPTIONAL SERVICES

If your financial institution offers any of the services described below, you may include information about them in Exhibit E – Service Enhancements to your proposal, as described in [Section H](#) below.

- 1. Controlled Disbursement:** If your financial institution offers this service, provide information about it, including associated costs and benefits.

2. **Other:** If your financial institution offers any services that you think would be of value to CIS based on those requested in this RFP, provide a brief description of such services, including ongoing fees, setup costs, transaction costs, and implementation timeline.

G. PRICING/FEE SCHEDULE

A pricing/fee schedule must be submitted with the proposal. Provide itemized pricing for services proposed by your financial institution including setup fees, ongoing fees, and transaction fees. Please include a description of the method by which fees are collected and how pricing adjustments will be calculated.

H. EXHIBITS TO BE INCLUDED IN THE PROPOSAL:

1. **Exhibit A – Relationship Team Résumés.** Furnish brief résumés (not more than **two pages** long per person) for all key personnel. If more than two people will be assigned to the CIS account, include a simple organization chart that clearly delineates communication and reporting relationships.
2. **Exhibit B – Contract Sample.** Include contract or agreement samples for banking services that are specific to the services you are offering. Required provisions for the agreement(s) are described in [Section IV\(I\)](#) above and [Appendix B](#) below.
3. **Exhibit C – Financial Statements and Ratings.** Provide the two most recent audited financial statements, or annual report for the financial institution or financial institution holding company. Also include your most current Standard and Poor's and Moody's credit ratings.
4. **Exhibit D – Sample Statements.** Provide a sample of your financial institution's monthly detailed statement. Provide a sample of the online daily report showing ledger balance, collected balance, float balance, both summary and detail, as well as user instructions. Also provide an account analysis statement and a user guide.
5. **Exhibit E – Service Enhancements.** Based on information presented in our RFP and your financial institution's knowledge of the public sector, describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies. For each additional service, please provide an implementation timeline as well as detail of setup fees, transaction fees, and any other associated fees.
6. **Exhibit F – Additional Information.** Provide any other information not previously mentioned that your financial institution believes should be given consideration.

APPENDIX A –MONTHLY TRANSACTION COUNTS

CIS

BALANCE SUMMARY

<u>Account Name</u>	<u>Average Ledger</u>	<u>Average Collected</u>	<u>Average Daily Negative Coll</u>	<u>Negative Coll Use of Fund Rate</u>
CITY COUNTY INSURANCE SERVICES - CIS Trust	4,687,561.07	3,745,886.94	0.00	0.00%
CITY COUNTY INSURANCE SERVICES - Claims	898,069.65	898,069.65	0.00	0.00%

SERVICE DETAIL

<u>Service Description</u>	<u>Volume</u>
RECOUPMENT MONTHLY IB	5,585.63
BALANCE & COMPENSATION INFORMATION	
ZERO BALANCE MASTER ACCOUNT MAINT	1.00
ACCT MAINTENANCE	2.00
DDA STMT W/IMAGE PREMIUM-MTHLY BASE	2.00
ACCT MAINTENANCE CHEXSTOR-PLUS	2.00
ZERO BALANCE MONTHLY BASE	2.00
DEBITS POSTED	67.00
GENERAL ACCOUNT SERVICES	
WLBX MONTHLY BASE	1.00
PD0004288	1.00
WLBX CORRESPONDENCE / REJECTS	3.00
PD0004288	3.00
WLBX STANDARD ITEM PROCESSED	538.00
PD0004288	538.00
WLBX DOCUMENT SCANNED	1,264.00
PD0004288	1,264.00
WLBX 7 YR ARCHIVE COLOR	1,264.00
PD0004288	1,264.00
WLBX BULK IMAGE RETRIEVAL-IMG	1,264.00
WLBX PKG US MAIL DELIVERY	1.00
PD0004288	1.00
WLBX DAILY DEPOSIT CUT	22.00
PD0004288	22.00
LOCKBOX SERVICES	
CEO RETURN DECISIONING PER ITEM	1.00
MISCELLANEOUS CREDITS POSTED	23.00
WHOLESALE LOCKBOX - DEPOSITED CHECK	538.00
CEO RETURN ITEM RETRIEVAL-IMAGE	2.00
CEO RETURN ITEM SERVICE MTHLY BASE	2.00
RETURN ITEM SPECIAL INST MTHLY BASE	2.00
RETURN ITEM REDEPOSITED	1.00

CIS (cont'd)

DEPOSITORY SERVICES	
CEO IMAGE VIEW < 90 DAYS - ITEM	2.00
CEO IMAGE VIEW > 90 DAYS - ITEM	1.00
POSITIVE PAY MONTHLY BASE	2.00
DDA CHECKS PAID	347.00
PAPER DISBURSEMENT SERVICES	
CEO CHECK ISSUES-ITEM	348.00
ARP MONTHLY BASE - FULL	2.00
ARP FULL RECON-ITEM	243.00
ARP FULL RECON-ITEM	102.00
ARP AGED ISSUE RECORDS ON FILE-ITEM	23.00
CEO ARP STMT & RPTS MONTHLY BASE	3.00
PAPER DISBURSEMENT RECON SERVICES	
ACH CEO SUBSCRIPTION - ACCOUNT	3.00
ELECTRONIC CREDITS POSTED	100.00
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	3.00
ACH CEO RETURN SUBSCRIPTION - ITEM	1.00
ACH ORIGINATED - ADDENDA REC	108.00
ACH RECEIVED ITEM	84.00
ACH RETURN UNAUTHORIZED -ELECTRONIC	1.00
ACH RETURN UNAUTHORIZED QUALITY FEE	1.00
ACH PAYMENTS ONLINE BATCH RELEASE	18.00
ACH PAYMENTS ONE DAY ITEM	473.00
ACH PAYMENTS TWO DAY ITEM	35.00
ACH PAYMENTS BASE FEE	2.00
ACH CEO FRAUD FILTER REVIEW MO BASE	4.00
ACH CEO FRAUD FILTER REVIEW - ITEM	59.00
GENERAL ACH SERVICES	
DESKTOP DEPOSIT MONTHLY BASE	1.00
CEO SEARCH	2.00
CEO EVENT MESSAGING SERVICE - EMAIL	160.00
CEO BASIC BANKING - MONTHLY BASE	1.00
CEO BASIC BANKING ADDL ACCT-MO BASE	4.00

OPEEP

<u>Account Name</u>	<u>Average Ledger</u>	<u>Average Collected</u>	<u>Average Daily Negative Coll</u>	<u>Negative Coll Use of Fund Rate</u>
OREGON PUBLIC ENTITY EXCESS POOL	23,909.83	11,889.51	0.00	0.00%

SERVICE DETAIL

<u>Service Description</u>	<u>Volume</u>
RECOUPMENT MONTHLY	23.91
BALANCE & COMPENSATION INFORMATION	
ACCT MAINTENANCE	1.00
DEBITS POSTED	1.00
GENERAL ACCOUNT SERVICES	
BRANCH DEPOSIT	1.00
DEPOSITED CHECK	1.00
DEPOSITORY SERVICES	
POSITIVE PAY MONTHLY BASE	1.00
PAPER DISBURSEMENT SERVICES	
ARP MONTHLY BASE - FULL	1.00
ARP FULL RECON-ITEM	1.00
PAPER DISBURSEMENT RECON SERVICES	
ELECTRONIC CREDITS POSTED	1.00
ACH RECEIVED ITEM	3.00

APPENDIX B – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.

2. Independent Contractor Status. The following shall be included in CIS contracts:

Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

B. OTHER CONTRACT CONSIDERATIONS:

1. Limitations on Liability and Warranties. Responses to RFP's should include a description of any limitations on liability to either CIS or purported third-party liability limitations contractor would propose to include in a contract with CIS. **These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.**
 - a. Any disclaimer of the warranties of merchantability and fitness for a particular purpose must be accompanied by a declaration that the contractor will stand behind the quality of its work product. For example:

Contractor represents and warrants the services to be provided under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of the industry.

- b. While limitations on consequential and special damages will be considered, in no case should all damages be limited to an amount less than the full value of the contract.
- 2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
 - a. **This Contract may be terminated at any time by mutual written consent of the Parties.**
 - b. **CIS may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days written notice to contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.**
 - c. **CIS may terminate this Contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.**
 - d. **Contractor may terminate this Contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this Contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.**
- 3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.