



City of Kirkland

Request for Proposal

Banking Services

Job #30-23-FA

Issue Date: February 6, 2024
Due Date: March 5, 2024 – 4:00 PM (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Banking Services Job # 30-23-FA

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **4:00 p.m. on March 5, 2024 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the "Business" tab at the top of the page and then click on "Doing Business with the City" and look under the "Opportunities" tab.

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this February 6, 2024

Jay Gewin
Purchasing Agent
425-587-3123
City of Kirkland

Published in the Daily Journal of Commerce on February 6th and February 13th, 2024

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 96,920. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

Purpose and Background

The intent of this RFP to obtain proposals from qualified a bank(s) to provide comprehensive banking services for the City of Kirkland. The selected bank(s) will work with the City to provide some or all of the services described in detail in the "Scope of Work" section.

Diverse Business Participation

The City of Kirkland is committed to providing the maximum practicable opportunities for diverse businesses to compete for and participate in City contracting. The City's diversity in contracting goals are to increase total awarded dollars and the number of diverse firms we contract with; therefore, the City strongly encourages diverse firms to participate in this solicitation.

Performance Schedule

The length of the contract for Banking Services will be for a period of five (5) years with two additional two (2) year extensions upon mutual agreement of both parties.

Scope of Work

The City of Kirkland invites statements of proposals from individuals and firms who wish to provide the following services whose scope of work is defined on the following attachments:

- *Attachment B, Banking Services Scope of Work.*
- *Attachment C, Merchant Services Scope of Work*
- *Attachment D, Lockbox Services Scope of Work*
- *Attachment E, Purchasing Cards Scope of Work*
- *Attachment F, Safekeeping Services Scope of Work.*

The City's preference is to award one contract for the entire range of services. However, the City reserves the right to award contracts for each scope of work individually. If multiple vendors are selected, the City expects all contracted firms to work collaboratively as needed. A contract may or may not be awarded by the City for any or all of these services.

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes.

2. Insurance

- Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

Submission Criteria

To be considered for selection, please submit the following information:

Letter of Introduction

- Briefly describe the banking/contracting firm; and the name, address, e-mail, and phone number of the contact person as well as a summary of the understanding of the scope of services and overall approach to the scope of services. Describe and summarize how the bank would provide the services that the City is requesting.

Experience and Qualifications

- Identify team members by area of expertise (discipline) and include contact information (name, phone number, and email address).
- Describe the team's qualifications as they relate to the scope of services.
- Describe past performance in completing a similar scope of services for other public agencies.
- Describe bank locations and staff nearest or within Kirkland that the City would utilize
- Explain how your bank serves and contributes to our community.
- Provide a summary of organization's social responsibility policies. (See Attachment H)

References

- Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications.

Forms (including Fees)

Please submit the forms listed in the Attachment G Excel form in its entirety. The Section Pricing Forms may be obtained by sending a request via e-mail to purchasing@kirklandwa.gov.

Minimum Qualifications

In order to be considered for employment, the Consultant must:

- Be licensed to do business in the State of Washington.
- Have a valid City of Kirkland business license or agree to obtain such license by the start of the contract period.
- Must be a member of the [Public Deposit Protection Commission \(PDPC\)](#)
- Demonstrate to the City's satisfaction that the proposer has the staffing capacity, technology, banking capability, training and licensure requirements necessary to assume the responsibilities required under this RFP and to successfully fulfill the contract.

Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

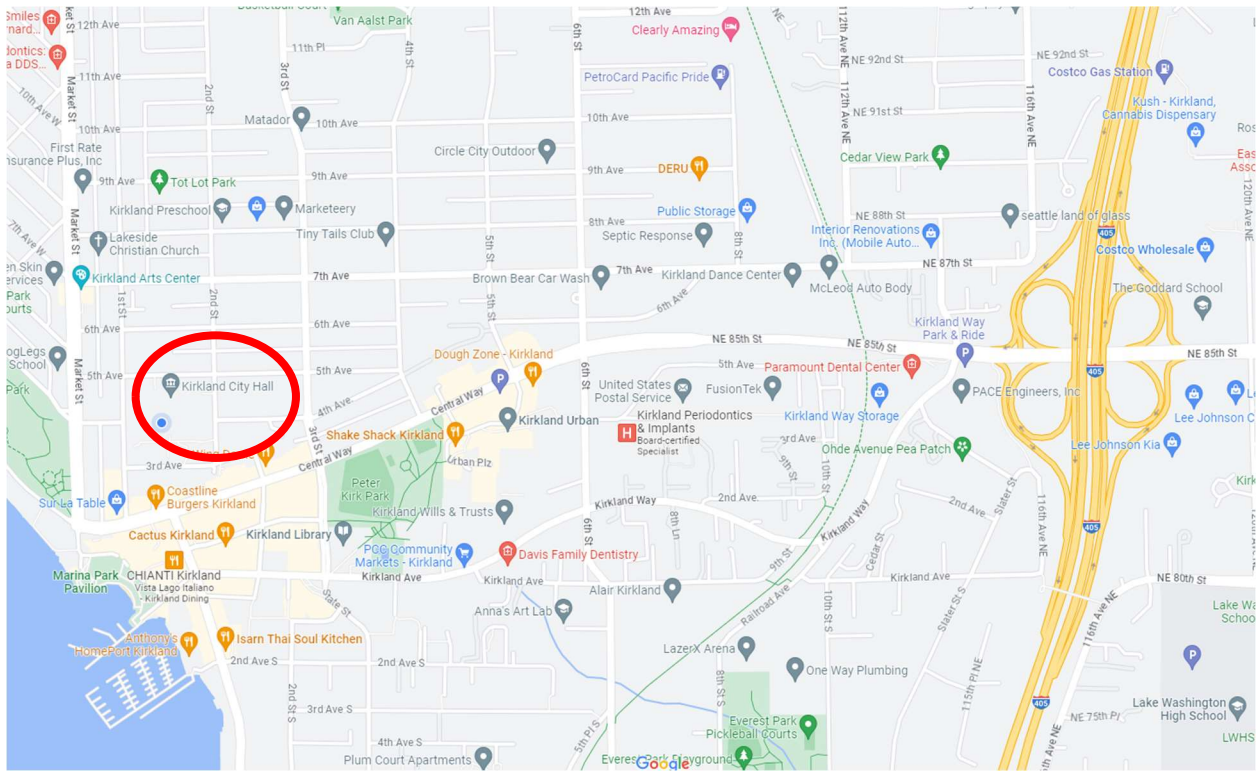
1. **Proposals must be received no later than 4:00 PM on March 5, 2024 (Pacific Time).**
2. Emailed proposals should include, "Banking Services – Job #30-23-FA" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. All proposals sent electronically must be in the form of a PDF and Excel document (Attachment G) and cannot exceed 20MB. The Attachment G form can be obtained in an Excel file by sending a request via e-mail to purchasing@kirklandwa.gov.
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
5. To be evaluated, a proposal must address all requirements and instructions contained within.
6. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Sri Krishnan, Deputy Director of Finance and Administration, at srikrishnan@kirklandwa.gov. Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted before 5:00 PM on February 26, 2024.

A conference for those interested in submitting a proposal will be held February 21, 2024 at 11:00 a.m. in the Council Chambers of the Kirkland City Hall, 123 5th Avenue, Kirkland, Washington. Attached is a map for your convenience.

The conference will not be able to be attended virtually via Zoom or Teams.

The City will provide copies of this document for your modification in MS Word format (.doc) and Excel to assist with your responses. Please e-mail purchasing@kirklandwa.gov



Submittal Deadlines

The Department's schedule for review of the RFP submittals and final selection of the Contractor is as follows:

February 6, 2024	RFP posted
February 21, 2024	Bidder's Conference (Optional – 2 Hours)
February 26, 2024	Deadline for questions: 5:00 p.m.
February 29, 2024	Responses to questions posted
March 5, 2024	Request for Proposal Submittals Deadline: 4:00 PM
March 6-April 30, 2024	Evaluation Period
April 17-19, 2024	Interviews
May 1, 2024	Preliminary Selection of Firm
May 31, 2024	Implementation of Agreement

Selection Criteria

Proposals will be evaluated by a committee of City staff. Evaluations will be based on criteria outlined herein which may be weighted by the City in a manner it deems appropriate. All proposals will be evaluated using the same criteria. The criteria used will be:

A. **Responsiveness to the RFP (15 points)**

The City will consider all the material submitted to determine whether the financial institution's offering is in compliance with the RFP documents.

B. **Ability to Perform Required Services (20 points)**

The City will consider all the relevant material submitted by each financial institution, and other relevant material it may otherwise obtain, to determine whether the financial institution is capable of providing services of the type and scope specific to the RFP. The following elements may be given consideration by the City in determining whether a financial institution is capable:

1. The ability and capacity of the financial institution and the skills, experience, and availability of the specific individuals to be assigned to the City to perform the services required;
2. The quality of performance by the financial institution on previous and similar contracts and such other information as may be secured and considered relevant by the City, including information on customer service as supplied in section 7-5. and obtained from references provided;
3. The ability of the financial institution to present professional and innovative work; the skill of the financial institution as demonstrated by samples of similar work and/or references from similar organizations;
4. Strength and stability of the financial institution. The financial institution's financial standing among its peers and the associated credit quality ratings.

C. **Fees (30 points)**

For the services described in Attachments B through E, and for services listed in Attachment G. Include the cost of transition: the total cost of the City changing financial institutions.

D. **References (15 points)**

As described in *Submission Criteria - References*

E. **Community Presence (5 points)**

As described in *Submission Criteria – Experience and Qualifications*

F. **Inclusivity (5 points)**

See Attachment H, *Social Responsibility*

G. **Interviews (20 points)**

The City may conduct interviews as part of the final selection process.

H. **Other Factors (10 points)**

Any other factors that the City believes would be in the City's best interest to consider which were not previously described.

Responsiveness to the RFP	15 points
Ability to Perform Required Services	20 points
Fees	30 points
References	15 points
Community Presence	5 points
Inclusivity	5 points
Other Factors	10 points
Interviews	20 points
TOTAL	120 points

Selection Process

A selection committee will review all proposals, select finalists and will conduct interviews prior to making the final selection of the consultant.

The City's preference is to award one contract for the entire range of services. However, the City reserves the right to award contracts for each scope of work individually. A contract may or may not be awarded by the City for any or all of these services.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A notice to the consultant of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

Contract

The Consultant and the City will execute a Professional Services Agreement for Banking Services including all of the requirements found in the sample agreement shown as *Attachment A*.

Terms and Conditions

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and eighty (180) days to sell to the City the

services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Federal Debarment

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).



PROFESSIONAL SERVICES AGREEMENT Banking Services

ATTACHMENT A

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The term of this agreement shall commence on the date this agreement is fully executed and shall continue for one (1) year after the date hereof. This agreement shall automatically renew for an additional year unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this agreement. The City may terminate the agreement after the first year with a ninety (90) day written notice.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other

documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by

the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Finance and Administration Department for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This

waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by or on behalf of the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized Third Party to gain access to supplier systems and/or City Data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other Third Party Data.

Lawfully insurable fines and penalties resulting or allegedly resulting from a Data breach.

Event management services and first-party loss expenses for a Data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore Data or systems.

For purposes of this insurance subsection, the terms Third Party and Data are defined in Section XI.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim, \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services
5. Umbrella Liability Coverage- If only one firm is contracted under this RFP, umbrella liability coverage shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. SAFEGUARDING OF PERSONAL INFORMATION

- A. Definitions.** The following definitions shall have the assigned meaning for this section.

1. **“Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Agreement as described in Attachment A, and includes City Data, End User Data, and Personal Information.
2. **“Data Compromise”** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

3. **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.
 4. **"Third Party"** means persons, corporations and entities other than Consultant, or any of their employees, contractors or agents.
- B. The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding Data security and electronic Data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants and agents agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express, prior written consent of the City or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by the City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors and agents. Consultant shall certify its destruction after ninety (90) calendar days and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify the City in writing immediately upon becoming aware of any unauthorized access, use, or disclosure of Personal Information. Consultant shall take necessary steps to mitigate any harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the City. Any breach of this clause may result in immediate termination of the Agreement by the City and the demand for return of all Personal Information.

Consultant agrees that prior to the Effective Date of this Agreement, Consultant will, at its expense, conduct or have conducted within the last 12 months, the following, and thereafter, Consultant will at its expense conduct or have

conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:

- A PCI, SOC 2 or other mutually agreed upon audit of Consultant's security policies, procedures and controls;
- A vulnerability scan, performed by a Third Party scanner, of Consultant's systems and facilities that are used in any way to deliver services under this Agreement as described in Attachment A; and,
- A formal penetration test, performed by a process and qualified personnel, of Contractor's systems and facilities that are used in any way to deliver services under this Agreement as described in Attachment A.

The same will be evidenced by providing the City a copy of the Successful Audit Letter and a Scope of Audit Document (outlining what is included in the audit). Audit Report will not include "private" information, defined as proprietary environment/infrastructure detail not specific to systems that process or transmit City Data.

Consultant to comply with PII (Personally Identifiable Information) or SPI (Sensitive Personal Information) by signing **Attachment B** 'IT Cloud Vendor Security Agreement' agreeing to follow security best practices.

XII. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XIII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIV. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or

oral. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVII. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVIII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XIX. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XXI. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXIV. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination.

XXV. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____
(Type City Staff Name)

Title: _____

Title: _____

Date: _____

Date: _____

IT Cloud Vendor Security Agreement

This IT Cloud Vendor Security Agreement ("Security Agreement") is entered into by and between the City of Kirkland, ("City"), and _____ ("Vendor")

Scope: This policy applies to all Vendors who do any form of work ("Contract") with the City of Kirkland that includes possession, storage, processing, or transmission of Personally Identifiable Information (PII), Sensitive Personal Information (SPI) or Personal Health Information (PHI) for City of Kirkland employees, volunteers, contractors, and/or citizens in any location that is outside of the City of Kirkland Firewalls. This includes public and private cloud infrastructures and Vendor's own infrastructure on their premises. This is regardless of who the Vendor is and which department they are working for or with, and it applies to all locations where the Vendor stores information.

If this Contract covers only PII or SPI, then only this addendum must be signed.

If this Contract covers PHI, then this addendum must be signed, and a HIPAA Business Associates Agreement must also be signed and incorporated as an addendum to this document or as an addendum to the Contract.

This policy does NOT apply to CJIS data (criminal justice data). There is a separate federally mandated addendum that covers protection of CJIS data, which must also be signed if the Contract includes such information.

Provision: When possible, this policy should be an addendum to existing contracts with vendors. It may be signed separately when necessary.

Duration: This policy applies from the time a vendor signs its Contract with the City through such point in time that all data which was in the vendor's control is returned to the City and destroyed at the City's request, including but not limited to backups, test sites, and disaster recovery sites.

Definitions:

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI):

Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Protected Health Information (PHI): any information about health status, provision of health care, or payment for health care that can be linked to a specific individual, which is more particularly defined under HIPAA (Title 45, CFR) and the Health Care Information Act (RCW Chapter 70.02).

Vendor: Includes owners and employees, volunteers, subsidiaries, and any subcontractors who might reasonably have access to this data.

Options:

Option 1: A vendor can verify that they have a high level of security certification that is satisfactory to the City of Kirkland. Examples include but may not be limited to SOC2 and FedRamp.

If this option is selected, print the mutually agreed upon certification level below and attach appropriate documentation.

Option 2: Vendors can agree to follow the following security best practices:

1. All customer data will be stored on servers physically located in the United States.
2. All customer data will be stored in a location with reasonable physical controls where data will not be visible to anyone not covered by this policy.
3. Access to data will only be provided on a need to know basis in order for the vendor to complete this work.
4. Data will not be shared with an outside third party without explicit written consent of the City.
5. Data will be encrypted prior to and during any transfer from one location to another.
6. Data will be disposed of appropriately, including shredding or burning of any printed versions and destruction or secure erasure of any electronic medium on which data has been stored.
7. Vendor agrees to the appropriate internal certification for vendor staff who access the data (for example, PHI must only be handled by vendors who have HIPPA training).
8. Vendor staff with access to City of Kirkland data covered by this policy must pass a criminal background check prior to accessing that data.
9. Vendors must perform internal and/or external security auditing on a regular basis that is no less common than once per year.
10. Vendors shall abide by the following policies for passwords:
 - a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
 - b. Passwords must be changed every 90 days.
 - c. The same password cannot be re-used within twenty password changes.
 - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
 - e. Passwords must not be shared among vendor staff.
 - f. Vendors should not use the same passwords for City and personal needs.
 - g. Other password protected systems will comply with above network login password policy when technically possible.
11. Vendors must report all security incidents to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network, within 24 hours of identifying the security incident.
12. In the event of a data breach, Vendor must have an internal policy to provide for timely forensic investigation of affected and related servers and must follow all state, local, and federal requirements for notifying individual's whose PII or PHI has been or may have been breached.
13. Vendor's servers must be patched on a regular and timely basis with all security-related patches from application and infrastructure vendors.

14. Data must be kept in at least two different physical locations. One location can be in a compressed format (e.g., as a backup file).

15. Vendor must enable logging as follows:

- a. Logs are enabled for common third-party applications
- b. Logs are active by default
- c. Logs are available for review by the City of Kirkland for up to one year
- d. Logs are retained for up to one year

Any deviation from the above best practices must be described here and mutually agreed upon (Signatures on this policy will constitute mutual agreement).

Description of any area where vendor is requesting a waiver, an agreement to a different method, or any other change to this policy:

A breach of this Security Agreement also constitutes a breach of any agreement to which it is appended and the City may terminate either or both because of such breach as soon as it must to mitigate that breach or others that may then be apparently forthcoming. The City agrees to work with the Vendor to avoid such termination if reasonably possible but protection of the information held by the Vendor cannot be compromised in the process.

Description of data in the Vendor's care (attach additional sheets if necessary):

Is this an addendum to an existing or new contract (Y/N): ____

If yes, name and duration of contract: _____

City business person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

City IT person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

The following signature block must be completed. By signing this agreement, vendor warrants that they are responsible for the security of the PII, SPI, and/or PHI in their care.

VENDOR NAME.
Signature
Printed Name
Title
Date

City of Kirkland
Signature
Printed Name
Title
Date



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this _____ day of _____, 202____, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____, a ____ <Corporation/partnership/limited liability company, etc.> ("the Vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information ("Confidential Information"¹) belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can <prepare a proposal or complete the project>, the sufficiency of such consideration being hereby acknowledged, the Vendor is willing to enter into this Non-Disclosure Agreement.

Now, therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, shall not disclose the Confidential Information to any person or entity, and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement who have agreed to be bound the terms of this Agreement or a similar agreement that is at least as protective of the Confidential Information as provided for herein.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.

¹ "Confidential Information" means the information the City has provided the Vendor by or at the direction of the City, or to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's wish to submit a proposal or complete this project.

5. Upon request by the City, Vendor shall immediately destroy or return any Confidential Information in its possession, including all copies thereof.
6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City, or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The Vendor, its officers, agents and employees, agrees to hold harmless, indemnify and defend at its own expense the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever arising out of the Vendor's intentional acts or negligent failure to perform any of its obligations under this Agreement.
8. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
9. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
10. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
11. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
12. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
13. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

<Company Name>

By: _____

By: _____

Its: _____

Its: _____

[illegible]

The undersigned, being duly sworn, deposes and say that the person, firm, association, co-partnership, or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvement described as follows:

City of Kirkland Banking Services

Institution Name

Authorized Signature

Sworn before me, this day of , 2023.

Notary Public
in and for the State of Washington

Banking Services Scope of Work

General Information

The City of Kirkland is soliciting proposals for a primary banking relationship with a financial institution which operates an office within the city limits. The City will be contracting for the following general services for a five-year period beginning January 1, 2025 and ending December 31, 2030. At the City's option, 2 two-year extensions will be permitted with the same terms and conditions of the original contract or as amended.

The bank must be an approved Public Depository as qualified by the Washington State Public Deposit Protection Commission.

The following is a listing of mandatory services the City requires of its financial institution:

- Automated Clearing House (ACH) Debit Services, including blocks and filters
- ACH Reporting
- Banking Supplies
- Check 21 deposit services
- Checking Accounts
- Credit/Debit Card Services
- Data Equipment Compatibility
- Direct Deposit for Payroll
- Excellent Customer Service and Response
- Night Depository Services
- On-line Balance Reporting
- On-line Image Retrieval
- On-line Stop-pays
- On-line Wire Transfers
- Overnight Sweep Account
- Positive Pay on Checking Accounts
- Trust & Escrow Agent Services
- Interfaces to Financial Systems
- Intuitive Web or Client Reporting Tool for Bank Transactions
- Data Export Capabilities for Bank Transactions Including Excel, Quicken file format (.qfx) and Fixed-length (FLAT) Files

Kirkland utilizes a check system, as opposed to warrants. The City anticipates that proposed banking services will be compensated either by the credit earned on average collected balances or CD, or a fee for service basis, but is also willing to consider other options.

The following is a list of optional services the City may require:

- E-Payments
- Web-based Payment System
- Purchasing Cards

Services Required

Checking Accounts:

The City currently utilizes four checking accounts:

1. The primary checking account, which includes accounts payable and payroll check processing
2. An account for online utility payments
3. A municipal court account into which violation fees, fines, and bail money is deposited.
4. Regional Crisis Response Agency Account

The institution will furnish the City with additional checking accounts as needed. Currently, courier services deliver cash deposits to the institution's branch once each week, for processing and credit to the City's account that day. Checks are scanned and deposited daily with electronic image. NSF checks must be processed twice before being returned to the City. The basic checking account services should at least consist of:

- a. Provide month-end statements online by the 5th day of the following month and provide statements to various auditors upon request;
- b. Provide electronic check image retrieval online including necessary software;
- c. Provide individual and consolidated monthly account analysis for all accounts online by the 5th day of the following month;
- d. Provide an on-line wire transfer system for transferring money to other institutions, along with appropriate security levels for wire transfer initiations and approvals;
- e. Provide an on-line computer balance reporting system, with information on collected, available and closing balances, as well as a detail of total debits and credits posted to the account for the previous day, by 7:00 a.m. each business day;
- f. Provide an on-line reporting system that shows current day ACH credits and debits, by 7:00 a.m. each business day. Currently the City receives property tax distributions daily through the ACH system and needs the current day information every morning to assist in making investment decisions;
- g. Provide deposit reporting by location via an auxiliary MICR field or other means;
- h. Provide Positive Pay feature with exception reporting/return of unknown items;
- i. Provide for on-line stop-pay look-up and notification;
- j. Provide support in answering questions, troubleshooting problems and resolving issues in a prompt manner;
- k. Provide means to inquire about canceled checks and stop payment on checks upon proper authorization.
- l. Provide reporting of Notifications of Change and ACH returns

ACH Debit Services:

The City processes a direct debit batch 5 times per month for the payment of both residential and commercial utility bills. As noted below, the City also processes direct deposits of payroll twice a month. Other miscellaneous ACH transactions such as debt service, retirement fund transfers, and federal tax payments flow through the account each month.

Direct Deposit for Payroll:

Kirkland offers and encourages direct payroll deposit for its employees. The City pays its employees semi-monthly on the 8th and 23rd. On an average payroll, 775 employees receive direct deposit, which generates approximately 1,000 transactions per pay period due to many employees having multiple bank account transfers.

Currently, the City transmits the payroll data to the institution via internet before 8:00 p.m. two working day prior to payday. Deposits must be made into the employees' account by 8:00 a.m. on payday. Any deviation from these time limits must be stated in the bid. Any bidder with less restrictive time requirements will be given favorable consideration.

Banking Supplies:

The financial institution will be required to provide a supply of coin rollers, locking bank bags, tamper proof plastic deposit bags, deposit slips, miscellaneous checks, and endorsement stamps for each location (see Attachment A for the number of endorsement stamps needed). The cost of such supplies shall be charged against the City's earnings credits.

Night Depository Services:

The Financial institution will provide the City with the ability to make 'night drop' deposits after hours. City staff will prepare a deposit slip and 'night drop' the deposit after hours, for deposit the next day. We currently use the tamper-resistant plastic bags for this function.

Data Equipment Compatibility:

The City is interested in equipment and data compatibility and therefore requests the specifications needed for an automated wire transfer, ACH debit & credit, credit card, balance reporting and any other automated systems be included in this proposal. Any costs associated with automated data and equipment should be identified on the Bid Sheet form in Attachment G.

Interfaces to Financial Systems:

The City uses Tyler/Munis for its main financial system and Springbrook for utility billing. The City needs the ability to interface:

- Cleared checks with the Tyler/Munis Banking Module
- Deposits, credit card transactions with both the Tyler/Munis and Springbrook Cashiering Modules

Intuitive Web or Client Reporting Tool and Data Export Capability for Bank Transactions:

The City needs the ability to report, analyze, and interface bank transactions. To do this the financial institution must provide an easy-to-use reporting tool for City staff to produce reports. A list of standard banking transactions should be included in your proposal. City will also have need to export bank transaction to the following file formats;

- Microsoft Excel
- Fixed-length Format (FLAT file)

- Bank Administration Institute (BAI) File Format

City Information Technology staff can assist with export definition and setup. After exports are designed they must be available to City Finance staff to run and export as needed.

Miscellaneous Optional Services:

In addition to the requirements listed above, the proposal shall identify proposed fees for the following services:

- Other services provided by your institution that would be beneficial to the City of Kirkland, but have not specifically been addressed. Please itemize fees on the Bid Sheet forms in Attachment G.

Services Not Provided:

In the event that the primary proposing financial institution does not provide all requested services included in this RFP, the financial institution will submit as part of its proposal additional partners/providers who provide these services. It is the sole responsibility of the primary financial institution to secure and maintain the relationship with any additional providers. The primary financial institution, at the time of bid submittal will identify all secondary providers.

Should the financial institution be unable to secure and provide the relationship for the services that the financial institution is not able to provide, the City would request the other service providers to submit their invoices to the financial institution for payment from its earnings credits.

Merchant Services Scope of Work

System Functions

Easy integration of data with the City's back-office systems, utility billing and cashiering system. System must be fully PCI compliant. The following are requirements for the Hosted Credit Card Payment System that must be provided:

- a. Transactions deposited within 24 hours to the City's bank account.
- b. Must be PCI compliant at all levels.
- c. Single reporting system across all payment types and services.
- d. Department specific reporting supported through password controls to facilitate reconciliation.
- e. Online Automated Clearing House (ACH) returns and credit card chargeback reporting.
- f. Customize transaction-identifying data fields per e-commerce service to accommodate all of the unique needs of each department including standard reporting and ad-hoc reporting.
- g. Access online payment management tools to enable the City to administer all e-payments such as voids, credits, adjustments, reporting, customer service and verifications in real-time.
- h. On-line status indicator of electronic payment services.
- i. Convenience fee and non-convenience fee support.
- j. Supports Visa and Mastercard transactions
- k. Transaction integrity checking reducing the risk of double payment.
- l. Once implemented the City can select or change processors, add or remove financial institutions without any loss of time or investment in prior implementation efforts.
- m. Separate monthly invoice for billing of any fees.
- n. Implementation and support of an Interactive Voice Response (IVR) banking system.

Credit/Debit Card Services:

The Financial institution will provide the City with the ability to accept payment through the use of credit/debit cards. The City currently accepts MasterCard and Visa credit cards for most City services in person, on-line and at parking pay stations for collection of recreation, cemetery, parking, business licenses, utility bills, permit fees and other services. This may expand for other types of collections as well. The City currently has approximately eleven merchant accounts that accept credit cards, with the possibility of more accounts in the future. The City will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of each month as part of the activity charges.

Annual Merchant Account volumes for 2022 are listed below. Your financial institution's fees for these services must be provided in your proposal based on a future addenda that will be posted to the City's website.

Merchant Account	Service	Total Annual Sales	Total Annual Transactions	Average Sale
Development Services	Development Permits	\$545,685.68	136	\$4,012.39
Cemetery - Licensing	Business Licenses	\$309,523.74	1,124	\$275.38
Municipal Court	Fines and Fees	\$451,750.06	3,093	\$146.06
Utilities Counter	Utility Bills	\$75,219.29	240	\$313.41
City of Kirkland	Miscellaneous Sales at City Cashier	\$151,428.76	2,052	\$73.80
Parking	Parking Pay Stations	\$145,963.77	63,614	\$2.29
E-Permits	Permits online	\$10,160,678.40	10,196	\$996.54
Moorage	Boat Dock Pay Station	\$96,951.10	3,773	\$25.70
Parking-Pay by Phone	Parking Pay Stations	\$229,730.88	115,450	\$1.99
Parks REC 1-Web	Online payment of Recreation Programs	\$1,866,035.51	18,081	\$103.20
Pet Licensing	Online payment of Pet Licenses	\$113,010.00	35,627	\$3.17
Parks REC 1-Retail	Recreation Programs	\$378,493.77	2,449	\$154.55
Total Merchant Activity		\$14,524,470.96	255,835	\$6,108.48

Lockbox Services Scope of Work

The City is soliciting requests for proposals from qualified vendors to provide payment processing services commonly referred to as Lockbox services for its Utility Billing Division.

The ideal Vendor shall have experience in successfully implementing lockbox solutions at local government or utility agencies of similar size to the City and/or in larger agencies. The successful Vendor shall be responsible for the final City approved implementation including development of system integration and connectivity to existing resources.

The Vendor should have staff available to discuss any customer service concerns during the hours City Hall is open (Monday through Friday, 8 A.M. to 5 P.M.).

It should take no more than 3 businesses days to receive and deposit check payments mailed to the Vendor's lockbox facility from Kirkland residents and businesses.

If there are any questions about what utility account a payment should be credited, the lockbox provider will reach out to the City for clarification prior to depositing the check.

The City utility bills give customers the opportunity to donate to a charity through a program called "Kirkland Cares". Customers donate funds in addition to their utility bill that is noted by the lockbox contractor so it can be tracked separately in accounting.

General Technical/Information Technology Requirements

The City's Information Technology department will conduct a security review prior to the contract being signed.

The Vendor will be required to adhere to the technological requirements described below, and should describe their technical methodology in their proposal:

- The proposed system meets regulatory requirements such as PCI and other applicable State/Federal laws
- Vendor will provide prompt notice to the City of any confirmed or suspected security breaches. Notice will be provided by e-mail and telephone to the City's primary IT and business contacts.
- The City requires that our data remains on our property and must be managed in accordance with the records laws of the State of Washington.
- Vendor's policy for securely managing personal data and sharing of data with any 3rd party sources.
- Describe the process we would follow to get the daily file for import into our utility billing software (Springbrook).

Supplier agrees to comply with all provisions of the current City of Kirkland security agreements (e.g., IT Cloud Vendor Security Agreement, IT Non-Disclosure Agreement and the IT Vendor/Consultant Network Access Agreement), published by the Department of Information Technology as are pertinent to Supplier's operation.

Purchasing Cards Scope of Work

The City of Kirkland is seeking proposals from qualified firms for a procurement card program that will maximize the efficiency of redundant purchases and/or purchases under a certain dollar threshold. The p-card program should also offer the City the following benefits:

- Simplify procurement process
- Improve supplier relations
- Improve payment time to suppliers
- Improve expense control
- Improve employee productivity and increase employee satisfaction
- Reduce administrative expenses

In 2022, the City of Kirkland spent \$4,835,464 in procurement card purchases. The total number of transactions was 11,939, the maximum purchase was \$16,722.95 and the average expenditure was \$405.01. However, 53% of the City's overall transactions were less than \$100.00

The City of Kirkland expects the supplier to provide the following P-Card services:

- Ease of use for card members
- Card members spending limits
- Monthly credit limits (cycle limits)
- Transaction-based limits (single transaction limits)
- Industry (commodity) restrictions
- Card member activity reports
- Custom file outputs
- Industry spending details and summary
- Online reporting
- Online card setup, maintenance and suspension
- Automatic expense allocation
- Online cost code validation
- Query builder, library and data archiving
- Automated general ledger loading
- Cardholder reconciliation
- Fraud detection
- Password reactivation

In addition, the supplier shall provide:

Pre-Implementation Services: Prior to implementation, the provider will perform a study to obtain all information concerning documentation needs in order to comply with all regulatory agencies and generally accepted accounting principles. The provider will design and present a workflow process detailing the documentation requirements and acquisition process.

Pilot Program Services: The provider will demonstrate, prior to the implementation of the program, evidence that the provider is capable of performing a satisfactory integration of data that can be transmitted and accepted, with reasonable and customary human intervention, to the City's current financial software – Tyler Munis and provide account

administration and end-user training during the pilot program and continue training during the initial start-up period.

Program Roll-Out/Ongoing Services Capabilities: Issue approximately 100-125 user cards at no charge and the financial strength to support the City of Kirkland purchases of \$4,500,000-\$5,000,000 annually.

Establish preset dollar limits for each cardholder, such as transaction amounts, daily amounts, and monthly amounts. Also, have the ability to provide supplier restrictions by commodity codes and by specific suppliers.

Provide customized cards with City of Kirkland name, logo and the name of the individual cardholder.

Preferably interface with current ERP system – Tyler Munis In addition, have the necessary software to enhance transmittal information from the provider to Kirkland using Kirkland's infrastructure.

Provide 24-hour/7 day per week emergency customer support to solve user/supplier problems.

Address all other requirements stated in this RFP, and, have the professional expertise to suggest other operational procedures that will allow Kirkland to install a successful on-going P-card system.

Demonstrate a workflow process that will allow Kirkland to obtain and edit reports electronically.

Resolve all payment disputes with merchants.

PROPOSED PRICING

The vendor should furnish a list of proposed prices for all services and materials to be used during the term of the contract. The list of proposed prices should be structured to allow for the calculation of unit cost analysis. The prices included herein are to be firm through the contract term, unless noted otherwise by the vendor. The cost proposal should contain:

- Annual cost per card.
- Payment term option stating the frequency of required payments.
- Cost for electronic system interface, including implementation, initial training, and support.
- Late-payment charges.
- Any additional fees (please delineate the purpose, fee, and frequency).

**Safekeeping Services
Scope of Work**

The City's Investment Policy states that all securities will be received and delivered on a delivery versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

The Investment Policy also discusses collateralization. Collateralization is required on certificates of deposits and sweep checking accounts. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (110%) of market value of principal and accrued interest. The City chooses to limit collateral to the following: certificates of deposits, sweep checking accounts, and agency issues. Collateral will always be held by an independent third-party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The Treasurer, at their discretion, may waive the collateral requirements for certificates of deposits up to \$250,000 which are fully insured by the Federal Deposit Insurance Corporation.

As such, the City requires the following services:

1. Minimum Requirements

- a. Maintain appropriate control of securities through its own independent safekeeping department, through any corresponding bank with which it regularly deals, or through the Federal Reserve Bank
- b. Must be a member in good standing with the Federal Reserve Bank, with comparable institutions and with the community.
- c. Maintain standing as a state or Federally chartered bank with account insurance through an appropriate Federally insured agency of the United States.
- d. Maintain minimum requirements as specified under the RFP during the life of the Contract.
- e. Upon Contract award, securities owned by the City will be delivered free of charge into the safekeeping of the Custody/Safekeeping Bank. Clearing securities will be on a "Delivery versus Payment" basis.
- f. A list of Primary Broker/Dealers used by the City may be made available in the future. Those Primary Broker/Dealers may coordinate with the custodial bank on the settlement of transactions.
- g. Maintain all City assets in the City's name in the institution's vault, the institution's account at the Federal Reserve, or a correspondent depository acceptable to the City.
- h. Collect and receive interest income, maturity and sale proceeds from held securities.
- i. Capable of wire transfer and wire funds receipt, for use as instructed by the City's authorized staff. If security transactions are not wire-able, arrange for safekeeping services with a corresponding bank.
- j. At Contract award, provide Custody/Safekeeping Bank cutoff times for security and wire transfers to the Program Manager.
- k. New or Alternate Technologies. During Contract period of performance, the City reserves the right to identify and determine the appropriateness of using new technologies and negotiating the implementation of such technologies into the performance of the Contract.

2. Custody, Safekeeping, and Settlement Services

- a. Maintain a custody account in the bank's Trust Department for the cash and securities owned by the City.
- b. Segregate all securities and cash from the assets of others. The custodian shall have only the bare custody thereof and securities shall be and remain the sole property of the City. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of the City.
- c. Initiate wire transfers of funds from City's account upon receipt of instructions from authorized persons.
- d. Collect all coupons and other periodic income on securities held.

Attachment G Bid Sheet

The Section Pricing Forms must be obtained in an Excel file by sending a request via e-mail to purchasing@kirklandwa.gov . Additional costs for services not listed here should be included separately on a different tab of the Excel file.

BANKING SERVICES:

AFP Code	Service	Service Definition	Monthly Volume	Unit Price	Monthly Cost	Explanation
10000	ACCOUNT MAINTENANCE	The per account monthly service charge for maintaining an analyzed account.	4		\$0.00	
250150	ACH BLOCKS AUTH INSTRUCTIONS		18		\$0.00	
251050	ACH BLOCKS AUTH MAINTENANCE		3		\$0.00	
250101	ACH CONSUMER OFF US CREDITS		1,242		\$0.00	
250100	ACH CONSUMER OFF US DEBITS		1,081		\$0.00	
250101	ACH CONSUMER ON US CREDITS		309		\$0.00	
250100	ACH CONSUMER ON US DEBITS		454		\$0.00	
250101	ACH CORPORATE OFF US CREDITS		11		\$0.00	
250101	ACH CORPORATE ON US CREDITS		1		\$0.00	
250201	ACH CREDIT RECEIVED ITEM		559		\$0.00	
250200	ACH DEBIT RECEIVED ITEM		36		\$0.00	
250640	ACH DELETE/REVERSAL		1		\$0.00	
251040	ACH INPUT-BATCH				\$0.00	

250504	ACH INPUT-ECHANNEL		8		\$0.00	
250501	ACH INPUT-FILE	Per file fee to process ACH entries that are delivered to Bank of America via a data transmission.	12		\$0.00	
250000	ACH MONTHLY MAINTENANCE		4		\$0.00	
251070	ACH NOTIF OF CHANGE (NOC)		8		\$0.00	
259999	ACH OPTIONAL RPTS-ELECTRONIC	<i>A per report charge to deliver an optional ACH report electronically, including via echannel, transmission and other electronic delivery methods.</i>	12		\$0.00	
250120	ACH ORIGINATED ADDENDA		1		\$0.00	
250302	ACH RETURN ITEM		21		\$0.00	
259999	ACH STANDARD RPTS-ELECTRONIC	<i>A per report charge to deliver standard ACH reports electronically. This includes report delivery online, via transmission and other electronic methods.</i>	13		\$0.00	
200201	ARP FULL RECON INPUT PER ITEM				\$0.00	
200020	ARP PARTIAL MAINT-PAPER RPTS	<i>Maintenance charge for an account with Positive Pay and the Partial Recon service.</i>	1		\$0.00	
200120	ARP PARTIAL PPAY ITEM	<i>Per check charges for providing the Partial Positive Pay service where notification is done electronically & the customer does not</i>	756		\$0.00	

		<i>supply the bank with check issue information.</i>				
200020		ARP PARTIAL PPAY MAINT-SUPP	1		\$0.00	
200301	ARP PARTIAL RECON OUTPUT FILE				\$0.00	
					\$0.00	
159999	ARP PPAY INPUT FILE-TRANS	<i>The per transmission charge for receiving check issued information via transmission. Note: if accounts are strung, the lead account is the account that is charged.</i>	11		\$0.00	
200301	ARP RCECON TRANS DAILY				\$0.00	
200301	ARP RECON TRANS END OF CYCLE	<i>The charge associated with reporting account reconciliation information to a customer through a transmission.</i>	1		\$0.00	
100000	BANKING CENTER DEPOSIT	The fee to have a deposit presented to a teller in a banking center processed for credit to the customer's account. This is charged per deposit.	8		\$0.00	
350320	BOOK CREDIT	<i>The per wire charge to process a transfer received from a customer's account to another Bank of America account not in the same relationship.</i>	3		\$0.00	
100040	CHANGE ORDER BKG CTR				\$0.00	

100141	CHANGE ORDER VAULT				\$0.00	
100142	CHANGE ORDER- AUTO-VLT				\$0.00	
151342	CHECK COPY				\$0.00	
100502	CHECK DEPOSIT-ICL OR RDSO		69		\$0.00	
100310	CKS DEP FOREIGN ITEMS		1		\$0.00	
100230	CKS DEP REJECTS		1		\$0.00	
10022Z	CKS DEP UN- ENCODED ITEM	<i>Uncoded checks-bundled</i>	1,573		\$0.00	
100111	COIN DEPOSIT-NON STD BAG-VLT	<i>The fee to deposit bags of loose coin in less than Federal Reserve standard amounts or mixed denominations delivered directly to a cash vault. The fee is applied per bag.</i>	9		\$0.00	
100044	COIN SUPP/ROLL- BKG CTR				\$0.00	
100144	COIN SUPPLIED/ROLL-VLT				\$0.00	
100112	COIN/CURR DEP VLT	<i>The fee for processing the cash portion of a deposit delivered directly to a NW cash vault by client's armored carrier. The fee is applied to each \$100 of cash deposited.</i>	762		\$0.00	
350599	CPO GP CUST MNT TEMPLATE STORAGE	<i>The per template charge for repetitive wire templates that are maintained by customers and stored on Bank of America systems.</i>	3		\$0.00	

350000	CPO GP MTHLY MAINT BASIC		1		\$0.00	
400299	CPO ONLINE SUBSCRIPTION	<i>The monthly subscription fee for CashPro Online. Charge is assessed per CashPro Online Company ID.</i>	1		\$0.00	
400340	CPO PER IMAGE ACCESS		62		\$0.00	
					\$0.00	
400275	CPO PREM CDR ITEM	<i>A per item charge for each current day detail item stored on Bank of America Direct for the standard 10 calendar day retention period for a domestic account.</i>	1,663		\$0.00	
400299	CPO PREM IR MAINTENANCE		1		\$0.00	
400272	CPO PREM PDR ITM STORED 12 MTH	<i>A per item charge for each previous day detail item stored on Bank of America Direct for the maximum 60 calendar day retention period for a domestic account.</i>	2,489		\$0.00	
400340	CPO PREM RESEARCH ITEM		63		\$0.00	
400055	CPO PREMIUM CDR ACCT	<i>A monthly maintenance fee charged for each domestic account set up on Bank of America Direct for current day information reporting.</i>	2		\$0.00	
400052	CPO PREMIUM PDR ACCT	<i>A monthly maintenance fee charged for each domestic account set up on Bank of America Direct for previous day information reporting.</i>	5		\$0.00	

10101	CREDITS POSTED-ELECTRONIC		565		\$0.00	
100049	CURR SUPP/\$100-BKG CTR				\$0.00	
100012	CURR/COIN DEP/\$100-BKG CTR		5		\$0.00	
100148	CURRENCY SUPP/\$100-NONSTD-VLT				\$0.00	
10014A	CURRENCY SUPP/\$100-STD-VLT				\$0.00	
10100	DEBITS POSTED-ELECTRONIC		26		\$0.00	
10100	DEBITS POSTED-OTHER		1		\$0.00	
100106	DEP CONDITIONING-SURCHG-VAULT				\$0.00	
10310	DEPOSIT ACCOUNT STATEMENTS		4		\$0.00	
100502	DEPOSIT CORRECTION -RDS		1		\$0.00	
100501	DEPOSIT CORRECTION-CASH		1		\$0.00	
100502	DEPOSIT CORRECTION-NON-CASH		2		\$0.00	
150810	DEPOSIT SUPPLIES	<i>plastic, secure, deposit bags - per 100</i>	10		\$0.00	
150810	DEPOSIT SUPPLIES	<i>deposit endorsement stamps</i>			\$0.00	
150810	DEPOSIT SUPPLIES	<i>deposit books, carbonless, triplicate - per 200</i>			\$0.00	
150810	DEPOSIT SUPPLIES				\$0.00	
150810	DEPOSIT SUPPLIES				\$0.00	

250703	DIRECT ACCOUNT TRANSFER				\$0.00	
10306	DIRECT DDA STMT PER ACCT				\$0.00	
400050	DIRECT PREVIOUS DAY ACCT				\$0.00	
350123	ELEC WIRE OUT-BOOK DB	<i>The per wire debit fee for an outgoing, electronically initiated wire being sent to another account held at Bank of America.</i>	2		\$0.00	
350103	ELEC WIRE OUT-DOMESTIC	<i>The per wire charge for an outgoing, electronically initiated, domestic wire being sent to a beneficiary at a bank in the U.S.</i>	1		\$0.00	
350113	ELEC WIRE OUT-USD ITL				\$0.00	
	FDIC INSURANCE (PER \$1000) (1) SWEEP ACCT	Quarterly charge for insuring demand deposit with the Federal Deposit Insurance Corporation (FDIC).			\$0.00	
10600	GCS TRANSACTION HISTORY				\$0.00	
150102	GENERAL CHECKS PAID TRUNCATED	The General Disbursement per item checks paid charge when a client is receiving the check truncation service.	797		\$0.00	
400340	CPO PREM RESEARCH ITEM		63		\$0.00	
					\$0.00	
400055	CPO PREMIUM CDR ACCT	<i>A monthly maintenance fee charged for each domestic account set up on Bank of America Direct for current day information reporting.</i>	2		\$0.00	

400052	CPO PREMIUM PDR ACCT	<i>A monthly maintenance fee charged for each domestic account set up on Bank of America Direct for previous day information reporting.</i>	5		\$0.00	
10101	CREDITS POSTED- ELECTRONIC		565		\$0.00	
100049	CURR SUPP/\$100- BKG CTR				\$0.00	
100012					\$0.00	
100148	CURRENCY SUPP/\$100- NONSTD-VLT				\$0.00	
10014A	CURRENCY SUPP/\$100-STD-VLT				\$0.00	
10100	DEBITS POSTED- ELECTRONIC		26		\$0.00	
10100	DEBITS POSTED- OTHER		1		\$0.00	
100106	DEP CONDITIONING- SURCHG-VAULT				\$0.00	
10310	DEPOSIT ACCOUNT STATEMENTS		4		\$0.00	
100502	DEPOSIT CORRECTION -RDS		1		\$0.00	
100501	DEPOSIT CORRECTION-CASH		1		\$0.00	
100502	DEPOSIT CORRECTION-NON- CASH		2		\$0.00	
150810	DEPOSIT SUPPLIES	<i>plastic, secure, deposit bags - per 100</i>			\$0.00	
150810	DEPOSIT SUPPLIES	<i>deposit endorsement stamps</i>	10		\$0.00	

150810	DEPOSIT SUPPLIES	<i>deposit books, carbonless, triplicate - per 200</i>			\$0.00	
150810	DEPOSIT SUPPLIES				\$0.00	
150810	DEPOSIT SUPPLIES				\$0.00	
250703	DIRECT ACCOUNT TRANSFER				\$0.00	
10306	DIRECT DDA STMT PER ACCT				\$0.00	
400050	DIRECT PREVIOUS DAY ACCT				\$0.00	
350123	ELEC WIRE OUT- BOOK DB	<i>The per wire debit fee for an outgoing, electronically initiated wire being sent to another account held at Bank of America.</i>	2		\$0.00	
350103	ELEC WIRE OUT- DOMESTIC	<i>The per wire charge for an outgoing, electronically initiated, domestic wire being sent to a beneficiary at a bank in the U.S.</i>			\$0.00	
350113	ELEC WIRE OUT- USD ITL				\$0.00	
	FDIC INSURANCE (PER \$1000) (1) SWEEP ACCT	Quarterly charge for insuring demand deposit with the Federal Deposit Insurance Corporation (FDIC).			\$0.00	
10600	GCS TRANSACTION HISTORY				\$0.00	
150102	GENERAL CHECKS PAID TRUNCATED	The General Disbursement per item checks paid charge when a client is receiving the check truncation service.	797		\$0.00	
150100	GENERAL CKS PAID- NOT TRUNCATED				\$0.00	

19999	HIGH VOLUME SCANNER MAINT		1		\$0.00	
10709	ICL SET UP TESTING				\$0.00	
151350	IMAGE ARCHIVE-7 YEARS		931		\$0.00	
100200	IMAGE DEPOSIT				\$0.00	
100229	IMAGE DEPOSITED ITEMS-ICL				\$0.00	
100229	IMAGE DEPOSITED ITEMS-RDSO		3,176		\$0.00	
151350	IMAGE MAINTENANCE		1		\$0.00	
151351	IMAGE RETRIEVAL				\$0.00	
350300	INCOMING DOMESTIC WIRE	<i>The per wire charge to receive a Fedwire transfer that was sent from another US</i>	3		\$0.00	
100229	IRD DEPOSITED ITEMS- ICL				\$0.00	
100229	IRD DEPOSITED ITEMS- RDSO		1,664		\$0.00	
100100	ITEM PROCESSING DEPOSIT				\$0.00	
150340	ITEMS PAID RETURNED				\$0.00	
100520	MAIL NOTIFICATION-DCN- VLT	<i>The fee for mailing deposit correction notices to the client. This fee is applied for each deposit correction mailed.</i>	1		\$0.00	
350202	MANUAL WIRE OUT DOMESTIC				\$0.00	
19999	MED VOLUME SCANNER MAINT		1		\$0.00	

150500	NONRELATIONSHIP CUST CK CASHED	<i>A fee assessed for cashing non-client checks in banking centers. The business client has opted to pay the fee for all non-client payees.</i>	2		\$0.00	
251110	PAYMODE CON MTHLY LICENSE	<i>Monthly fee for use of PayMode Concentrator Service.</i>	1		\$0.00	
250800	PAYMODE CON RETURN FEE	<i>Per item fee for each payment returned to the payer.</i>	1		\$0.00	
250800	PAYMODE CON TRANSACTION	<i>Per item fee for each payment concentrated.</i>	3,264		\$0.00	
150310	POSITIVE PAY EXCEPTIONS		2		\$0.00	
209999	PP IMAGE REQUESTED				\$0.00	
100007	QBD/NIGHT DROP DEPOSIT				\$0.00	
19999	RDSOL-ITEM STORAGE		74,507		\$0.00	
19999	REMOTE DEP CK IMAGE PROCESSING		1,665		\$0.00	
10000	REMOTE DEP- ACCOUNT MAINT		1		\$0.00	
100400	RETURNS- CHRGEBACK	Per item charge for a deposited check which is returned by the payer bank and debited back to the depositor's account.	7		\$0.00	
100402	RETURNS-RECLEAR	The charge for redepositing an item which has been returned by the payer bank to the depositor's account. A per item charge.	11		\$0.00	
400299	SECURITY ACCESS				\$0.00	

251000	SET UP NEW ACH				\$0.00	
150420	STOP PAY MANUAL				\$0.00	
150410	STOP PAY MANUAL <= 12 MONTHS		1		\$0.00	
100209	TRANSMISSION MAINTENANCE		1		\$0.00	
100100	VAULT DEPOSIT	Per deposit fee for processing a deposit delivered to a vault processed before daily cut-off to obtain same day credit. Also applies to deposits made in an ABC & safe drop deposit facilities in certain banking centers delivered directly to cash vault.	115		\$0.00	
359999	WIRE MODULE MAINTENANCE SVCS				\$0.00	
10020	ZBA MASTER ACCT MAINTENANCE	Monthly charge associated with maintaining a master account which is used for funding the ZBA subsidiary accounts.	1		\$0.00	
10112	ZBA PER TRANSACTION		22		\$0.00	
10021	ZBA SUBSIDIARY ACCT MAINTENANCE		1		\$0.00	

SOCIAL RESPONSIBILITY

Instructions: Proposer shall respond on a separate page to the questions below, and clearly label each response with the correct number and text of each question. The response to this section has a page limit of five (5) pages. Only the first five (5) pages of the portion of the proposal addressing the requirements in this section (Submittal Document 5) will be evaluated. Any pages submitted beyond the established limit of five (5) pages will be discarded and not considered as part of this evaluation.

1. SOCIAL RESPONSIBILITY

1. Please provide your current Community Reinvestment Act (CRA) rating?
2. Please provide a copy of the most recent CRA Evaluation issued by the federal regulatory agency authorized to conduct such evaluations. Please provide a link to the full report.
3. Please provide a copy of the most recent "Community Reinvestment Act Initiative" regarding community reinvestment within the Port's district. Describe specific Community Reinvestment Act (CRA) goals and commitments pledged for the next ten years within the Kirkland area.
4. Please describe your institution's initiatives to address the credit needs of residents and businesses, including low and moderate income and minority residents in Kirkland.
5. Identify business products that are designed for the following consumers: un-banked or under-banked, elderly, youth, low income, no credit, poor credit, other. Describe your success, in number and dollar amount, for these target groups.
6. Please describe your institution's initiatives in workshops and seminars providing financial and other education in the Kirkland area

2. DIVERSITY EQUITY AND INCLUSION PRACTICES

1. Please provide the bank's Diversity and Inclusion statement.
2. Please describe the bank's recruiting efforts within historically marginalized communities, especially communities of color.
3. Please describe the bank's mentorship and sponsorship strategies for historically marginalized communities, especially communities of color.
4. Please describe the bank's effort to developing an inclusive work environment.
5. Please describe the bank's engagement strategy with historically marginalized communities, especially communities of color.