



**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL  
(RFP)**

**Banking Services**



Prepared by Gabe Johns

Fiscal Operations

4/20/2023

# OGDEN CITY CORPORATION

## REQUEST FOR PROPOSAL

### Banking Services

Ogden City is requesting sealed proposals from qualified offerors to provide banking services.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this RFP shall be submitted to the Purchasing Office c/o 1<sup>st</sup> Floor Information / Constable Desk located at 2549 Washington Blvd, Ogden, UT, **no later than 2 PM, May 18, 2023. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

**Published:** April 22 & 29, 2023

# OGDEN CITY CORPORATION

## REQUEST FOR PROPOSAL

### Banking Services

#### I. INTRODUCTION

Ogden City desires to receive proposals for comprehensive banking services including purchasing credit cards. The continued integration between the city's financial software, Tyler Munis, and the banking institution is of paramount importance. This request is intended for daily operational banking services and does not include services such as investments, financing, etc.

#### Goals/Objectives

- A. Create a partnership between the city and bank
- B. Implementation of services that take advantage of current banking technologies and practices
- C. Organization of services to be as cost-effective as possible
- D. Proposal from the bank as to how they can best provide for our needs given our requirements

It is anticipated that this RFP process will result in one OR may result in multiple contract awards. If multiple, awards would be made for general banking services and purchasing credit card services. The RFP document will become part of the final contract. The contract will be issued for a period of five (5) years with two possible five (5) year extensions.

#### II. SCOPE OF WORK or SPECIFICATIONS

See Exhibit A

### III. RESPONSE TO RFP

The City will accept proposals from firms capable of providing all the work described in the Scope of Work including attachments.

A. Each Proposal must include, as a minimum, the following information:

1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
  - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. Explanation of services – Given the details in Exhibit A, provide a detailed proposal of banking services that would fulfil the city's needs along with a proposed schedule for implementation.
3. Tyler Munis integration – Describe any experience integrating with Tyler Munis.
  - a. Provide details as to how each of the integration points in Exhibit A, Section II, Part d Software Integration, would be addressed.
4. Company Experience - A description of the firm's experience and capability of fulfilling this contract if awarded.
  - a. Include company history with biographies and/or resumes for principal contacts.
5. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
6. Cost Proposal - A detailed breakdown of the proposed costs (one time and ongoing). Include a price guarantee period.
  - a. Provide a description of any earnings allowances on account balances that would offset monthly fees.
7. References – Provide a list of at least three references (preferably city governments); include contract dates, scope, summary of work performed, and contact information.

B. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Submitted as loose leaf with binder clip
- b. Submitted in a regular 3-ring binder
- C. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

#### **IV. EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with the criteria listed below:

A. Services	20%
B. Tyler Munis integration	20%
C. Capability and experience	20%
D. References	20%
E. Cost / fee proposal	20%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

## **V. SUBMISSION OF PROPOSALS**

**No later than 2 PM, May 18, 2023**, proposers shall submit six (6) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

### **Submit To:**

Ogden City Corporation

ATTN: Purchasing Office

c/o 1<sup>st</sup> Floor Information / Constable Desk

**“Banking Services RFP”**

2549 Washington Blvd.

Ogden, UT 84401

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401. It must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

## **VI. INSURANCE REQUIREMENTS**

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$4,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence.
- v) Comparable policies will be considered.

b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) “This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation”.
  - ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
  - i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.



- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

## **VII. GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or

entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.

- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as

necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## **VIII. ADDITIONAL INFORMATION**

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

## IX. GOVERNING INSTRUCTIONS

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

## X. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

<b>EVENT</b>	<b>TARGET DATE</b>
Open RFP Process	April 20, 2023
1 <sup>st</sup> Ad – Standard Examiner	April 22, 2023
2 <sup>nd</sup> Ad - Standard Examiner	April 29, 2023
Last day for Q&A	May 8, 2023; No later than 3 PM
RFP Response Deadline	May 18, 2023; No later than 2 PM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

## **XI. CONTACT INFORMATION**

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

The question-and-answer period ends at 3 PM on May 8, 2023.

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

**Thank you for your interest in doing business with Ogden City.**

## EXHIBIT A

### SCOPE OF WORK

- I. General Requirements
  - a. Bank must appear on the Utah State Treasurer's Qualified Depository list
  - b. Bank will preferably have a physical location within Ogden City limits
  - c. Bank will provide a proposed timeline of the implementation process including details of when each service will be transitioned
  - d. Bank will provide access to qualified staff during implementation to assist the city in completing transition tasks
  - e. Bank will provide details of security compliance including details regarding cyber security
  - f. Quarterly meetings with account manager
  
- II. Current Services
  - a. Purchasing credit cards
    - i. Annual spend \$3 million
    - ii. Average monthly transactions: 800
    - iii. Average ticket size: \$330
    - iv. Cards in use: 130
  - b. Inflows
    - i. Deposits picked up by armored car at 15 locations (current provider is Loomis)
    - ii. Deposits picked up two or three times a week depending on the location
    - iii. Deposit amounts vary widely but are usually less than \$10,000 with an average deposit of \$800.
    - iv. Cashiering locations accept cash, check and credit card
      1. Cash is deposited as described above
      2. Checks are deposited by image cash letter

3. Credit card deposits are by ACH
- v. Other payment options
  1. Online and IVR deposits by ACH
  2. ACH debit (utility billing)
    - a. Monthly average 3,000 transactions for \$400,000
  3. Lockbox (utility billing)
    - a. Monthly Average 2300 transactions for \$760,000
  4. Electronic-Lockbox (utility billing)
    - a. Monthly Average 3400 transactions for \$400,000
- c. Outflows
  - i. Printed check
    1. Checks are printed by the city and are accompanied by a positive pay file to the bank
    2. Monthly average 500 checks totaling \$5 million
  - ii. ACH
    1. ACH payments are submitted to the bank by electronic file
    2. A typical month has 134 accounts payable ACH totaling \$1million
    3. A typical month has 1,600 payroll ACH totaling \$2.4 million
  - iii. Wire
    1. Wires are submitted via the banks online portal
- d. Storage
  - i. Savings accounts
    1. The city maintains several savings accounts to hold trust funds and debt service reserves
    2. Balances are generally less than \$300k
  - ii. Operating account
    1. Maintain \$3-5 million daily balance
- e. Software integration
  - i. Tyler Technologies Munis

1. BAI import
2. Positive pay export
3. AP/Payroll/Utility Billing ACH export
4. Lockbox import
5. Electronic-Lockbox import
  - a. Weekly positive file
6. Image cash letter export

### III. Required Services

#### a. Online portal

- i. Allows for transfer of funds
- ii. Check stop payments
- iii. ACH reversals
- iv. Wire transfers
- v. Decisioning of lockbox and electronic lockbox exceptions
- vi. Decisioning of positive pay exceptions
- vii. Submission of electronic files
  1. Positive pay
  2. ACH
- viii. Visibility of all accounts and their balances
- ix. Visibility of images:
  1. Deposit slips
  2. Deposited checks
  3. Negotiated city checks
  4. Deposit adjustments
  5. Returned items
- x. Email notifications of:
  1. ACH, Wire, Check returns
  2. Positive Pay, Lockbox, Electronic Lockbox decisioning



- xii. Dual authentication for administrative changes, ACH and Wire transactions, transfers, etc.
  - xiii. Ability to view monthly statements
    - 1. Account transactions
    - 2. Analysis fees
- b. Deposits
  - i. Lockbox
  - ii. Electronic Lockbox
- c. Security
  - i. Positive Pay
  - ii. Debit/Credit blocks
    - 1. Pre-authorizations
- d. Fees
  - i. Ability to identify fees by service
  - ii. Sufficient detail to allocate to various internal customers