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William E. Robinson
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Your Community of Choice

Finance Department

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November 10, 2009

CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL 007-030
Banking Services

Proposals will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 **until 4:00 p.m. on , December 17, 2009** and will be publicly opened and read shortly thereafter in the Council Chambers at the previous address in City Hall.

A Pre-Proposal Conference will be held on **December 3, 2009 at 11:00 a.m. - 1:00 p.m.** in the **City Manager's Conference Room** located in City Hall at 2200 Civic Center Drive, North Las Vegas, Nevada 89030. The purpose of this conference is to discuss the Request for Proposal requirements and answer any questions or concerns. Attendees should submit their questions and/or concerns by mail to Dwight Rawlinson, Purchasing and Risk Manager, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at dwigtr@cityofnorthlasvegas.com. ***The cutoff for questions and answers will be December 3, 2009 at 2:00 p.m.***

PROPOSAL documents can be accessed at www.bidsnyc.com, www.demandstar.com or under the Purchasing/Risk Management Web page www.cityofnorthlasvegas.com.

The City reserves the right to reject any and all Proposals, waive any informality or technicality or to otherwise accept Proposals deemed in the best interest of the City.

Karen Storms, CMC
City Clerk

Published Review Journal

GENERAL PROVISIONS

1. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The Addenda must be acknowledged and returned in the Proposal document.

2. PUBLIC RECORDS:

The RFP document and all proposals submitted in response thereto are public records. You are cautioned to not put any material into the proposal that is proprietary in nature. All proposals submitted become the property of the City.

3. PERFORMANCE OF WORK:

The selected firm shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

4. FORM OF CONTRACT:

Execution of the attached contract agreement (sample attached), by all named parties and issuance of a Purchase Order will authorize delivery of services obtained under this proposal.

5. LABELING OF PROPOSALS:

All proposals must be submitted in a sealed envelope plainly marked, "RFP NO. 007-030 Banking Services " with address of the firm in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open, a proposal not properly addressed and identified.

6. EXPLANATION TO PROPOSERS:

Any explanations desired by PROPOSERS regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach them before submission of their proposals. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all respondents and its receipt by the RESPONDENT will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-proposal documents will not be binding if presented to any RESPONDENT orally. Every request for such interpretation should be in writing addressed to Dwight Rawlinson, Purchasing and Risk Manager, dwightr@cityofnorthlasvegas.com, or ATTN: Dwight Rawlinson, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective RESPONDENTS. Failure of any RESPONDENT to receive any such addendum or interpretation shall not relieve such RESPONDENT from any obligation under this proposal as submitted. All addenda so issued shall become part of the Contract Documents.

7. METHOD OF EVALUATION AND AWARD:

THIS SECTION NOT USED.

8. SUBMITTAL REQUIREMENTS:

Submit 1 original (paper), 1 copy (paper) and 7 digital copies of the proposal by December 17, 2009, 4:00 p.m. Pacific Standard Time, in the City Clerk for the City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas 89030.

The paper proposal shall be on 8-1/2" X 11" paper, with tabbed dividers labeled by sections to correspond with the format below and not exceed 30 pages:

STANDARD TERMS~

9. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

10. AWARD OPTIONS:

The City of North Las Vegas reserves the right to award this RFP on any basis which is in its best interest.

11. CONDITIONS OF PROPOSAL SUBMITTAL:

- A. The proposal must be signed by a duly authorized official of the proposing firm submitting the proposal.
- B. No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- C. Only one proposal will be accepted from any person, firm, or corporation.
- D. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

12. PROPOSAL PROTESTS:

Any individual or company who submits a PROPOSAL on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which PROPOSALS were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the PROPOSAL submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful PROPOSAL may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a PROPOSAL, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

13. LICENSES:
All RESPONDENTS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of proposals for this project. All proposals received in violation of this law shall be rejected and returned to the PROPOSER.

14. PUBLIC OPENING:
Proposals received will be opened and the name of the submitting company will be read publicly at the time and place indicated in the "Request for Proposal". The PROPOSERS, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a proposal not properly addressed or identified.

15. TERMS OF THE AGREEMENT:
This AGREEMENT commences upon the date it is approved by the CITY for a period of three years with one two-year renewal option.

16. INSURANCE:
The Service Provider shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be the named insured or be named in such insurance as an additional insured with the Service Provider. In compliance with this provision, the Service Provider may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. The policy shall insure the City and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The policy shall provide the following minimum limits:

GENERAL LIABILITY

Bodily Injury - - - - -	\$ 1,000,000 each person
	\$ 1,000,000 each accident
Property Damage - - - - -	\$ 1,000,000 each accident
COMBINED SINGLE LIMIT OF \$1,000,000	

Such insurance shall include the specific coverages set out herein and be written for NOT LESS THAN the limits of liability and coverages provided herein, or required by law and other governing agencies, whichever is greater.

Such policy shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together with such endorsements as are required to cover the risks involved. In addition, the Service provider shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

The cost of this insurance shall be deemed included in the prices for the various items of work and no additional compensation will be made therefore.

17. WORKMEN'S COMPENSATION INSURANCE:
The Service provider shall secure, maintain in full force and effect and bear the cost of complete Workmen's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616, for the duration of the contract and shall furnish the City, prior to the execution of the contract, a

Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the Service provider to comply with the provisions of this paragraph.

18. INDEMNITY:

The successful PROPOSAL agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the proposer's performance on this project.

19. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The PROPOSER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

20. CANCELATION OF CONTRACT:

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

21. TAXES:

The City is exempt from State, retail and Federal Excise Tax. The proposal price must be net, exclusive of taxes.

22. INDEMNITY:

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the PROPOSER'S performance on this project.

23. CONFLICTS OF INTEREST:

All bidders are required to identify situations where, in their opinion, a conflict of interest may occur. Conflicts may include but not be limited to situations where ongoing statutory audit and advisory relationships

23. EXCEPTIONS:

Each PROPOSER will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

24. SCOPE OF WORK

SCOPE OF WORK INDEX

- 1.0 Overview
- 2.0 Acronyms/Definitions
- 3.0 Scope of Work
 - 3.1 Administration
 - 3.2 Minimum Requirements
 - 3.3 Collateralization of City Deposits
 - 3.4 Community Reinvestment Act (CRA) and Other Community Involvement
 - 3.5 Security

3.6	Disaster Recovery
3.7	Corporate Governance
3.8	Conversion
3.9	Implementation and Customer Service
3.10	Depository and Controlled Disbursement Services
3.11	Lockbox Services
4.0	Company Background and References
4.1	Primary Vendor Information
4.2	Performance
4.3	References
4.4	Subcontractor Information
5.0	Cost
6.0	Compensation and Payment

Attachment A - Certification of Indemnification and Compliance with Terms and Conditions of RFP

Attachment B - Contract Form

Attachment C - Delivery Information on Special Improvement District(s) Lockbox Administrator Assessment Management Group

Attachment D – Payment Coupon Scan Line and Lockbox Export File Format

Exhibit A – City of North Las Vegas Account Transaction Volumes

Exhibit B – City of North Las Vegas Merchant Account Volumes - Please provide a plan based on activity.

The Request for Proposal (RFP) process is different from an Invitation to Bid. The City expects vendors to propose creative, competitive solutions to the stated problem or need as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The City reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the City (NRS 333.350(1)).

1. OVERVIEW

The City of North Las Vegas is seeking proposals from qualified financial institutions to provide the following banking services:

- Depository and Controlled Disbursement Services
- Remote Deposit Services
- Lockbox Services
- Merchant Services

The City will allow vendors to bid on all or part of the services identified above and encourages vendors to submit the most comprehensive proposals possible offering the highest quality of service while providing opportunities for improving the current management of cash flows. The City is also interested in various technological advances and pilots that could improve banking, cash management and customer service capabilities. Although it is the City's preference to maintain all commercial banking services with one financial institution to maximize cash flow and minimize

administrative costs, multiple contracts, as listed above, may be awarded under this RFP. It is anticipated the contract(s) shall be for a period of five years.

Regardless of the specific services the bank will be pursuing, responses to sections 3.0 through 3.9, sections 4.0 through 6.0 and Attachment A and B must be addressed. For example, if the bank is only bidding on the Remote Deposit services contract, the only sections that may be ignored are 3.10, 3.11, 3.12 and 3.14. Although some questions and discussion points in Sections 3.10 through 3.14 may appear redundant, the City requests that all items be addressed.

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>ABA Number</i>	A number, usually placed near the upper right corner of checks, which identifies the financial institution on which the check is drawn. The number is used in sorting and clearing checks. The first part shows the location and the second identifies the bank itself.
<i>ACH</i>	<i>Automated Clearing House</i> - a facility used by financial institutions to distribute electronic debit and credit entries to bank accounts and settle such entries.
<i>AFP Service Codes</i>	<i>Association for Financial Professionals Service Codes</i> - standardized references and terms for identifying, describing and reporting bank services and associated charges.
<i>Account Analysis Statement</i>	The bank's invoice to the State for services provided on a monthly basis. Information includes balance information, service activity, and cost itemization.
<i>American Banking Association</i>	Association representing financial institutions which designed the ABA number coding system.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the City of North Las Vegas for the services identified in this RFP.
<i>BT</i>	<i>Book Transfer</i> - transfer of funds between the City and other customers of the awarded vendor..
<i>CRA</i>	<i>Community Reinvestment Act</i>
<i>Correspondent Bank</i>	A bank that regularly performs services for another financial institution usually located in another city or marketing area. Services typically include handling out-of-area checks, trusts and technical services, and acceptance of deposits from the out-of-area institution.
<i>DDA</i>	<i>Demand Deposit Account</i>
<i>DRP</i>	<i>Disaster Recovery Plan</i>
<i>EFTPS</i>	<i>Electronic Federal Tax Payment System</i> - a service used for payments of all federal taxes to be made electronically.
<i>Earnings Credit Rate</i>	The rate used by banks to determine the allowable credit they will provide for the use of the state's balances on deposit with the bank.

Evaluation Committee Independent committee comprised of a majority of City employees established to evaluate and score proposals submitted in response to the RFP .

FDIC *Federal Deposit Insurance Corporation* - A federal agency that insures deposits in member banks and thrifts up to \$100,000.

FTP IBT A communications protocol governing the transfer of files from one computer to another over a network

MICR *Internal Book Transfer* - a transfer of funds between two City accounts.

MAY *Magnetic Ink Character Recognition* - the MICR line encoded at the bottom of the check includes the bank identification number (R/T), account number, auxiliary field and check amount (after encoding).

NAC Indicates something that is not mandatory but permissible.

NACHA *Nevada Administrative Code*

NRS *National Automated Clearing House Association*

ON-US *Nevada Revised Statutes*

PGP Encryption A check drawn on and payable at the bank where the account is located.

A computer program that provides cryptographic privacy and authentication. PGP is based on the public-key method, which uses two keys — one is a public key that you disseminate to anyone from whom you want to receive a message. The other is a private key that you use to decrypt messages that you receive.

PNI	<i>Paid-No Issue</i> - a check debiting the State's account but is either not a valid check issued by the State or a check which has not been negotiated within 180 days from issue date.
P.T.	<i>Pacific Time</i>
RCPC	<i>Regional Check Processing Center</i>
RFP	<i>Request for Proposal</i> - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection.
Reserve Requirement	The percentage of the bank's deposits that must be kept on deposit at the Federal Reserve.
SFTP	Transfer files using the secure SSH protocol.
SSH	<i>Secure Shell</i> - A security protocol for logging onto a remote server. SSH provides an encrypted session for transferring files and executing server programs.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended, but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
City	The City of North Las Vegas.
Subcontractor services	Third party, not directly employed by the vendor, who will provide identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
Will	Expected or required.
Vendor	Organization/individual submitting a proposal in response to this RFP.
ZBA	<i>Zero Balance Account</i>

3. **SCOPE OF WORK**

3.1 **Administration**

- a. Describe the required services and the bank's plan to meet the City's plan to collect funds in an efficient manner. Discuss volume pricing discounts, funds availability, information reporting, and any other cash management technologies in support of the requirements of this RFP.
- b. The City seeks to optimize the use of earnings credits and compensating balances to offset banking services fees and it's the City intent to maximize earnings by having all idle funds invested. With this in mind, describe your plan for the maximum utilization of the City's funds.
- c. Describe the process the vendor will use to ensure compliance with applicable state and federal laws, regulations, and administrative codes.
- d. Provide a comprehensive statement of availability/representation for assistance and support for questions and problems during the term of the contract, as well as availability for other negotiated services during the term of the contract.
- e. Indicate a willingness to meet in North Las Vegas with the City staff at no cost in addition to the fee proposal.
- f. Provide a detailed listing of all branch offices and other locations that can accept deposits. Include the address, days and hours of operation and phone numbers.
- g. Provide a Nevada bank holiday schedule.
- h. Provide any relevant information regarding correspondent bank relationships.
- i. Provide details on any mergers or acquisitions that the bank is currently committed to and the expected impact on the services requested in this RFP.
- j. Provide details on any office services relocation plans (i.e., lockbox/vault, branches, etc) and the expected impact on the services requested in this RFP.
- k. Discuss how the bank monitors and communicates to the State legislative and/or regulatory changes affecting banking services offered in this RFP
- l. Describe any on-going seminars, educational sessions, user conferences, publications or other means for keeping the City fully educated and for providing a forum for new ideas and needs.
- m. Describe any strategic plans or product initiatives that the bank has planned over the next two years. Discuss any services offered to other municipalities which may benefit the City.

- n. Provide any additional information which you believe would assist the City in evaluating the bank's qualifications and/or level of services in connection with the services requested within this RFP.
- o. Should the City and bank institute a system which would lower the bank's expense of providing a service to the City, the City would seek a reduction in price for that service. Describe the process which would facilitate a price reduction for any joint development between the City and bank.

3.2 Minimum Requirements

The vendor must fulfill the following minimum qualifications and requirements:

- a. Vendor must demonstrate that they are legally organized as a federal or state chartered bank, a member of the Federal Deposit Insurance Corporation (FDIC), and compliant with section 330.15 of the FDIC's regulations governing insurance coverage of public unit accounts. Provide the Vendor's FDIC certificate number.
- b. Vendor must demonstrate that it is a qualified depository for public funds in accordance with NRS 356.
- c. Vendor must provide the cash management services outlined in this proposal.
- d. Vendor must respond to transaction confirmations and requests for data as needed from the City's auditors.
- e. Vendor must be registered to conduct business in the State, or become duly qualified to do business in the State as a foreign business entity before a contract can be executed.
- f. Vendor must demonstrate that it has at least three (3) years of experience in fields or activities which are relevant to the duties, responsibilities, and obligations associated with the proposed services.
- g. Vendor must certify they have neither directly nor indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the City of North Las Vegas on this date.

By signing in the space indicated, the vendor certifies that it can satisfy all the conditions listed in section 3.2 above.

Signature _____ Date _____

3.3 Colateralization of City Deposits

- 3.3.1 The bank shall provide collateral of acceptable securities having a fair market value of at least 102 percent of the amount of uninsured ledger balances through the Nevada Collateral Pool on a daily basis as required by NRS 356.010 through 356.030. Exhibit A provides expected bank balances required to be collateralized.
- 3.3.2 The bank shall participate in the Nevada Collateral Pool Program. NRS 356.360
- a. Provide the number of public depositors at your bank. What is the amount of public funds on deposit with the bank as of September 30, 2009 and the related collateral?
 - b. Provide the name of the custodian holding the securities pledged to the Nevada Collateral Pool.
 - c. Discuss the daily balance reporting process to the City.
 - d. Provide a report of collateralization levels for the most recent fiscal year. If there were any under collateralized positions, describe the process to remedy the situation.
 - e. On a monthly basis, the bank shall report to the city any account status changes, and reconcile those deposit accounts to the system.
 - f. The bank shall provide information to State and Legislative Auditors, as requested.
 - g. The bank shall pay the annual assessment to the State for administration of the Nevada Collateral Pool. NRS 356.370

3.4 Community Reinvestment Act (CRA) and Other Community Involvement

- 3.4.1 Provide the bank's current CRA rating and performance evaluation. Describe in detail, specific projects and community involvement activity in the City of North Las Vegas.
- 3.4.2 Discuss the bank's philosophy in assessing local community credit needs.
- 3.4.3 Discuss activities designed to develop, improve, and enhance the present and future services, training, and educational programs to the citizens of North Las Vegas.
- 3.4.4 Discuss efforts to solicit credit applications from and to extend credit to small businesses, start up businesses, female-owned businesses, minority-owned businesses, and businesses expressly serving lower income and minority populations and communities.
- 3.4.5 Discuss the bank's participation in government insured and publicly sponsored programs.
- 3.4.6 Does the bank make donations or *in-kind* contributions to public agencies? If so, please give examples of recent contributions.

3.4.7 What types of incentives will your bank offer City employees to open accounts and have their paychecks direct deposited?

3.5 Security

The bank shall be required to safeguard the privacy of City's financial information and to administer all accounts consistent with prudent banking practices, appropriate encryption, and password security programs.

Discuss and provide the bank's information security policy, particularly as related to the services requested in this RFP.

3.5.1 Describe the measures utilized by the bank to protect its depositors from identity theft.

3.5.1 Describe the bank's policy with regard to the sale of depositor information to commercial organizations, marketing firms, or otherwise.

3.5.2 Describe the encryption standards that will be utilized for the transmission of data.

3.5.3 Describe the operating system that will be used on the server which will receive the data.

3.5.4 Describe the security associated with the server which will receive the data, including:

- a. Who will have access to the data/files and/or the server?
- b. Are audit logs of all activity on the server maintained? If so, by what means?
- c. How quickly can a determination be made as to whether data/files have been tampered with or if the server's security has been compromised?

3.5.7 Describe the physical location of the server and any limitations on access.

3.5.8 In what instances would the City be compensated in the event of a security breach at the bank? Describe how the City would be compensated in the event of a security breach which caused lost reports, delayed availability, lost interest, or any other service interruption as a result of a security breach at the bank?

3.5.9 3 6 Disaster Recovery

The Contractor shall maintain a daily backup of all data and information pertaining to the City's accounts. The Contractor shall be required to provide both an onsite immediate recovery

option and an offsite stored copy, preferably in a different region, in the event of local or regional disaster.

- 3.6.1 Discuss and provide a summary of your disaster recovery plan pertaining to the City's accounts. Include in your discussion how the bank will prevent a disruption of the City's Cash Management services.
- 3.6.2 What is the timeline for communicating with the City when the Disaster Recovery Plan (DRP) must be implemented?
 - a. How will the City be notified?
 - b. Who (how many) contacts at the City will be notified?
- 3.6.3.1.1.1 Describe the procedures established for disaster recovery in the event of a systems failure or other disaster at the bank's primary processing site. How often does the bank test disaster recovery procedures? Discuss the most recent test and the results.
- 3.6.4 Does the bank maintain a "hot" backup processing site(s)? Describe its location and capabilities, including the timeline for the City's account services to resume normal operations. Is there an alternative backup processing site? If yes, describe its location and capabilities.
- 3.6.5 How long does it take to activate a backup processing site? How long can you stay at the site?
- 3.6.6 What happens when you exceed the capacity of the backup site(s)?
- 3.6.7 Have disaster recovery procedures ever been employed for a real disaster? If so, please explain the situation and the results.
- 3.6.8 What disaster recovery services can the bank provide if the City cannot operate from its own facilities?
- 3.6.9 In what instances would the City would be compensated in the event of a bank disaster or other service disruption? Describe how the City would be compensated in the event of a disaster which caused reports lost, delayed availability, interest lost, or any other service interruption as a result of a bank disaster?

3.7 Corporate Governance

- 3.7.1 The City of North Las Vegas encourages all vendors that are retained or utilized by the City to adopt and implement corporate governance policies that will provide the people of North Las Vegas with confidence in the structure and management of the vendor. Discuss in detail your

corporate governance policies.

- 3.7.2 The City of North Las Vegas encourages all vendors who wish to provide professional services to the City to follow commonly accepted industry standards in their field. Provide detailed information regarding banking industry standards.

3.8 Conversion

The successful vendor must commit the necessary resources to the conversion process to help ensure that the transition is performed in a timely manner and requested services are tested and operational no later than the start date of the new contract period.

- 3.8.1 Discuss all fees and implementation costs which the City may be responsible for during the conversion process. All conversion costs must be clearly delineated from ongoing operating costs in the cost proposal section of the RFP.
- 3.8.2 Describe the proposed conversion plan for transitioning the City from its current bank to your bank (timeline) in connection with the proposed service requirements for which your bank is providing a proposal. This will serve as an outline of the strategic approach to the conversion activities. Be prepared to present a detailed conversion plan if selected as a finalist.
- 3.8.3 Discuss your implementation team structure. Provide a single point of contact for the conversion project (Project Manager), and discuss each team member's role and responsibilities, including desired staff and management from City.
- 3.8.4 Describe how regular communication with the City will take place.
- 3.8.5 Discuss how the bank will manage all aspects of each product setup, including confirmation of the processing, and coordinating the timing requirements with the various City departments.
- 3.8.6 What is the expected lead-time that will be necessary before the conversion begins?
- 3.8.7 Discuss the critical factors that may impact the lead time.
- 3.8.8 Discuss your plans for educating and training City employees in the use of your system s/software.
- 3.8.9 Discuss the post implementation process as products and services are transitioned to day- to-day contacts.
- 3.8.9.1 Discuss the post conversion evaluation process. Describe how the bank measures success?

3.8.9.2.1 Please discuss any methods of compensation/reimbursement that may be available to the City for costs incurred during the conversion from the current service provider to your bank as the newly selected service provider.

3.9 Implementation and Customer Service

3.9.1 Provide a copy of all documents, agreements and service terms that will be required to initiate any services the Vendor has submitted a proposal for.

3.9.2 Describe materials available and/or any on-site training provided by the bank.

3.9.3 Describe your bank's customer service organizational structure. Provide an organization chart.

3.9.4 Will a specific customer service representative be assigned to handle the City's business?

- a. For how many other accounts is this representative the primary contact?
- b. How does the bank ensure continuity of service when the primary customer service representative is unavailable?

3.9.5 Describe the responsibilities of customer service personnel, including the chain of command and escalation procedures for problem resolution.

3.9.6 Describe the bank's technical customer support for computer hardware, software and communication problems.

3.9.7 Provide the hours of operation (Pacific Time) for each customer service unit (e.g., depository services, ACH, wire services, remote deposit, lockbox and technical support).

3.9.7.1.1 Describe all methods (e.g., phone, fax, email, real-time messaging) the City can use to initiate and track inquiries.

3.9.8 Are there established turn-around times for research and adjustment items? If yes, please describe.

3.9.9 Describe in detail any quality improvement programs you have in place.

3.9.10 Explain how your bank measures and evaluates the productivity and quality of its services, particularly as related to the services requested in this RFP.

- a. Do you monitor the performance of each of the proposed products and services?
- b. What are the key performance measures tracked?
- c. What is the reporting frequency and period covered for each measure?
- d. Discuss the bank's performance as compared to your benchmark over the last year?
- e. Provide sample reports of performance monitoring.

3.9.12 Are the results of the bank's performance measurement published or otherwise made available?

3.9.13 How does the bank measure the performance of its professional staff?

3.9.14 Discuss how the bank monitors customer satisfaction.

3.9.15 Does the bank provide customers with the ability to participate in annual evaluations of their account team as well as overall product performance?

3.10 Depository and Controlled Disbursement Services

The City's depository banking operation consists of a primary concentration account, currently with Bank of America. Investment accounts are maintained with Bank of New York Mellon and Federated. Investors Incorporated. Deposit slips encoded with deposit document numbers allow all City departments to make daily deposits of cash and/or checks into the nearest authorized depository in any part of the state. Other types of deposits (e.g., wires, credit card, ACH credits and account transfers) are all deposited in this primary account. This account is also linked to credit and debit zero balance accounts. Disbursements from the main depository account are made by checks, wire, ACH, and EFTP. All checking accounts use positive pay.

Each response to the following questions or statements should include a statement that the service can or cannot be provided and how the service will be performed. Additional information as to the bank's experience and expertise and alternative solutions are welcomed and encouraged. Where no response is made, the City will presume the bank cannot provide the service.

3.10.A Deposit Services

3.10.1 Describe the deposit service options available to the City.

- a. Are night drop, vault, or branch deposits available to the City?
 - b. Is pricing different for utilizing these different deposit options?
 - c. Are any processing applications outsourced to a third party? If so, identify the vendor(s) and describe the applications.
 - d. Describe the security features used at external night drop servicing locations.
 - e. The City utilizes an armored courier service at various City buildings as described in Exhibit B. The City desires the bank to have this service provided. Indicate if the bank will work with the City and armored courier service provider to accomplish this. The City would like to retain the right to review the invoices from the armored courier service before it is included on our monthly analysis. The armored courier information should include a monthly charge for each stop consistent with the reconstruction liability limits included in Exhibit B. If the courier elects to include excess premise charges resulting from extended wait times, those fees should also be disclosed in detail. If there are any conditions that may or will require an adjustment to the proposed fee over the term of the contract, describe them in detail in your response. Discuss alternative solutions to the armored courier service which could create operational efficiencies and reduced expenses for the City.
 - f. Do you have remote deposit capabilities? If yes, can you convert from image processing to ACH?
- 3.10.3 Describe the deposit and change order procedures, cut-off times, and security through the bank's vault service.
- 3.10.4 What is the cut-off time (Pacific Time) to ensure same day ledger credit?
- a. Is it the same for night drop, vault, and branch deposits?
 - b. Describe any differences for cash, versus checks, drafts, etc.
 - c. Discuss any options that might affect this cut-off time.
 - d. Discuss remedies when the bank fails to provide same day ledger credit due to bank system malfunctions.
- 3.10.5 Describe the requirements for depositing un-encoded checks (e.g. batch size, audit tapes).
- a. Are there any benefits or requirements to separating cash and checks in two separate deposit tickets and/or deposit bags?

- b. Is there a limit on the number of deposit tickets that can be included in one deposit bag?
 - c. Can loose or rolled coins or nonstandard strapped bills be deposited at the night drop, vault, or branch? Are there additional fees for these deposits?
- 3.10.6 Describe the bank's policy regarding the receipt of tampered bags.
- a. What security measures are utilized and how many employees are present when deposit bags are opened?
 - b. What types of deposit bags do you allow/require?
 - c. Will the bank charge the City for these bags? If so, please clearly identify this cost in the cost proposal section of your response.
- 3.10.7 Discuss the bank's policy on deposit adjustments.
- a. Does the bank identify and adjust all deposit discrepancies to the penny?
 - b. Is the deposit amount adjusted or is a debit or credit memo processed?
 - c. What is the bank's procedure for reporting deposit adjustments?
 - d. When counterfeit bills are discovered, what are the bank's notification and adjustment procedures?
- 3.10.8 The City uses MICR three-part encoded deposit slips with a seven digit deposit number. Describe how the bank's processing system accommodates the serial coding of numbered deposit slips.
- a. Describe the process of ordering the deposit tickets through a central location and safeguards to prohibit other agencies from ordering deposit slips directly from the bank.
 - b. Will the bank charge the City for these encoded deposit slips? If so, please clearly identify this cost in the cost proposal section of your response.
 - c. Does the bank accept deposit tickets from third party printers? If so, list any limitations, attach specifications and describe testing procedures.
- 3.10.9 Describe the bank's zero balance account (ZBA) functionality.
- a. How many entries per day are made from the ZBA to the concentration account?
 - b. Are the ZBA transfer amounts based on collected or ledger balances?
 - c. What times (PST) are the ZBA transfers completed?
 - d. Do the ZBA transfers reflect intraday adjustments to the account(s)? If not, describe how adjustments are processed.

- 3.10.10 The bank shall inform the City of any changes over the duration of the contract to the availability schedule, such as changes in direct sends, extended hours at the Federal Reserve Bank, etc.
- a. Provide an availability schedule detailing collection endpoints.
 - b. Will the City receive the same exact availability as that which the bank receives for each deposited item based on point of deposit determined by ABA numbers of each deposit item?
 - c. Describe how availability is determined and calculated? Discuss any assigned fractional float.
 - d. Discuss how often the bank's availability schedule is updated.
 - e. Is immediate availability provided for on-us items regardless of the amount of the deposited item?
 - f. Is immediate availability and same day credit provided for all coin and currency deposits?

3.10.11 The following hypothetical depository transaction seeks to determine your bank's check clearing availability schedule.

It is Monday and the opening balance of the DDA is \$10,000,000 . No debits will be presented against the DDA for at least 5 business days. The City makes a deposit during normal banking hours which consists of the following:

- a) Cash in the amount of \$ 100,000;
- b) A check drawn on your bank (i.e. on-us item) for \$100,000;
- c) A check drawn on any financial institution in the State of Nevada for \$100,000; and
- d) A check drawn on a financial institution located in Federal District 1 for \$100,000 and a check drawn on a financial institution located in Federal District 12 for \$100,000.

How much money will be available at the close of business?

Monday \$ _____
 Tuesday \$ _____
 Wednesday \$ _____
 Thursday \$ _____
 Friday \$ _____

- 3.10.12 Describe the bank's returned items process.
- a. Can returned deposited items be automatically redeposited? If so, how many times?
 - b. Discuss the bank's ability to redeposit these items as ACH transactions if they qualify under NACHA rules.
 - c. Discuss the bank's ability to provide images of returned items through online systems.
 - d. Provide the bank's return item and reclear processing instructions. List any non-standard options that are available.
 - e. Does the bank assign float to returned items?
- 3.10.13 Describe the bank's ability to provide a detailed return item transmission.
- a. Does the transmission include both returns and reclears?
 - b. Is there a separate record for each returned item?
 - c. Discuss the bank's ability to provide the following details within a returned item file:
 - Checking account and ABA number
 - Check number
 - Check amount
 - Original deposit date
 - Reason code
 - Full name on check
 - Complete Address
 - Phone numbers
 - Driver's license number and state
 - Check date
- 3.10.14 Discuss the bank's daylight overdraft protection, overdraft line of credit, or similar credit structure available to the City.
- a. Describe any issues, concerns, limitations and charges associated with the use of a daylight overdraft facility.
 - b. Are intraday limitations per account or per customer?
 - c. Is wire transfer processing stopped when an intraday limit is reached?
 - d. If the bank incurs a daylight overdraft from the Federal Reserve, will the charge be passed to the City?
 - e. Does the bank charge for all daylight overdrafts, or only Federal Reserve overdrafts?

- f. Does the bank charge all customers or only significant users?
- g. Does the bank net all of the customer's accounts or treat them separately?
- h. What is the bank's overdraft rate?
- i. If the bank does not charge for overdrafts, does the bank manage the release of outgoing payments? What reasonable assurance does the City have that its wire transfers will not be delayed due to the bank's management of its daylight overdraft position?
- j. Describe the bank's procedures to assure the State it will not be charged for overdrafts due to the bank's delays in posting investment income, incoming wires or other credits.
- k. Please discuss any alternatives or issues not addressed above.

3.10.15 Electronic Funds Transfers

Discuss the bank's wire services.

- a. Describe the bank's wire transfer department, where it is located, who manages it, the normal operating hours for incoming and outgoing transfers, and overall service capability.
- b. Discuss the time frames and availability of incoming and outgoing wires. Explain any exceptions pertaining to other electronic transactions.
- c. Does the bank have procedures in place to allow the City to initiate a priority wire transfer requiring special handling and immediate release? Is there an additional charge for this service? If so, please clearly identify this cost in the cost proposal section of your response.
- d. At what point does the bank assume legal liability for executing a wire transfer? How is this event identified?
- e. What is the bank's policy and procedure in the event of a wire transfer failure for which receipt of instructions has been confirmed to the City?
- f. Describe the bank's capability of warehousing wire transfers for future value dated transactions.
- g. What time is a future dated wire automatically executed on the value date? Is it possible to cancel a previously warehoused wire transfer request on or before the value day?
- h. Describe the bank's conditions, procedures and time frames for repairing incoming and outgoing wires.
- i. Discuss the bank's internal controls. Describe procedures and software security controls used by the bank to verify the information received and the originator of the wire request is authorized.

- j. Describe the bank's security features for segregation of duties for the creation and approval of both repetitive and non-repetitive wire transfers.
 - k. The City requires the ability to transfer funds between City accounts and other accounts within the same bank. Describe the methods, processes and timing in which these transfers can take place (i.e., IBT, BT, ACH, Wire).
 - l. Describe the process to initiate and approve wires in the event the on-line wire processing system is unavailable.
- 3.10.16 The City utilizes ACH services for accounts payable and payroll disbursements. The City creates an ACH file through its accounting and payroll systems (Oracle). The City works with a third party administrator to pay certain constructions related invoices. The administrator has access to transmit an ACH file to the City's account for the City's approval and release.
- 3.10.17 Discuss the bank's ACH services.
- a. Describe the bank's ability to protect the City from unauthorized ACH debits. Can debit blocks be used selectively to prevent unauthorized debits, or must the entire account be blocked? If so, can limits be placed on selected authorized originators to ensure the account is not debited more than authorized?
 - b. Discuss the City's notification options for returned ACH transfers.
 - c. Discuss the bank's ACH reversal processes. How many days post-settlement can reversal requests be processed?
 - d. Describe the bank's ability to process incoming ACH addenda records created in industry standard formats (CCD, CCD+, CTX). Will the full detail information be available through online reporting?
 - e. Describe the bank's method of implementation for direct deposit/ACH services for existing recipients without disruption of service because of pre-note provisions.
 - f. What are the bank's policies and procedures regarding sending and receiving pre-notifications for the initiation of ACH services?
 - g. What are the deadlines and procedures which would allow the City to modify an originated ACH transaction prior to the bank's releasing of the transaction to the ACH operator?
 - h. What time of day will the City receive availability for ACH collections and be charged for funding of disbursements? When will these transactions post to the City's account?
 - i. Describe the procedures, deadlines, and availability for same-day ACH book transfers,
 - j. Describe any PC-based services for payment of federal income taxes.
 - k. Describe the banks ability to provide ACH debit originations from pre-authorized non City accounts using the ACH network.

- l. Discuss activities in which the bank participates that may shape the future of ACH. m. Discuss the factors that differentiate your service from that of other providers,
- n. Discuss any other disbursement methods not addressed above.

3.10.18 Controlled Disbursement and Positive Pay

The City would like to utilize a controlled disbursement account with positive pay on our Muni Court and Detention accounts. Our accounts payable and payroll are directly funding from our main operating account and also use positive pay.

- 3.10.19 Discuss the benefits of utilizing the bank's controlled disbursement services.
 - a. How long has your bank offered Controlled Disbursement service?
 - b. Provide the number of government/corporate customers using controlled disbursement with your bank.
 - c. What are the average daily total dollar and total items presented to the bank's Controlled Disbursement site?
 - d. What is the daily average dollar size of your largest customer?

- 3.10.20 Where will the point or points for the City's proposed Controlled Disbursement account be located?
 - a. Is the point(s) single presentment or dual presentment?
 - b. How is the point(s) classified? City, RCPC, or Country?

- 3.10.21 Notwithstanding the occasional unavoidable delays, discuss the bank's ability to provide the City with final presentment information by 6:30 a.m. Pacific Time?
 - a. What are the presentment times for each day's presentment totals?
 - b. What percentage of items/dollars is in each presentment?
 - c. How will this information be provided?
 - d. Discuss the banks performance in meeting customer prescribed presentment deadlines in the last twelve months. Provide statistical information.

- 3.10.22 Provide a copy of the bank's Phoenix-Hecht Clearing Study and the corresponding

Disbursement Profile.

- 3.10.23 Describe the bank's policy and any restrictions or limits on individual check amounts.
- 3.10.24 Describe the City's funding options (e.g. wire, ACH, ZBA) and identify any requirements and restrictions.
- 3.10.25 Describe the bank's policy and procedures to resolve overdraft caused by funding failures as result of insufficient funding by the City, bank errors and delays in notifications or Federal Reserve problems.
- 3.10.26 Discuss the City's ability to view, retrieve, manage and store images of controlled disbursement items.
- 3.10.27 Describe the bank's policies and procedures for positive pay.
 - a. Describe the bank's methods for acceptance of check issues and voids.
 - b. What methods are available for communication of manual issues or deletes (i.e., fax, telephone, balance reporting system, or other method)?
 - c. Are cashed checks verified against the issue file at the point of encashment (i.e. by your bank's tellers)? If no, what is the process for dealing with cashed checks?
 - d. How are 'paid - no issue' reports delivered? Is this report integrated with the bank's balance reporting system?
 - e. Discuss the bank's daily services to compare checks paid against a check issue file and provide the City with a daily notification of all PNI checks.
 - f. Discuss the bank's ability to provide *Payee Positive Pay*. In your discussion include the pros and cons of this service and any costs associated therewith. Do not discuss actual pricing here; detailed pricing should only be included in the cost proposal section of the RFP.
 - g. What is the bank's delivery deadline for notifying the City of PNI checks?
 - h. Are the PNI checks automatically added to the paid file for account reconciliation purposes?
 - i. What is the City's deadline for the transmission of check issuance files to the bank?
 - j. How and when is the City notified of exceptions?
 - k. How does the City respond to exceptions?
 - l. What is the City's deadline for the pay/no pay decisions?
 - m. In the event that the bank does not receive the customer's pay decision response by the stated deadline, what is the default disposition?

- n. How is the City notified and credited for items selected to be returned?
- o. What other methods or services are available to protect the City from fraudulent activities.
- p. Are the bank's positive pay procedures the same for exceptions reported for our primary and controlled disbursement account?

3.10.28 What differentiates your positive pay service from other providers and how do you plan to retain the competitiveness of this fraud prevention product?

3.10.29 The City utilizes the services of third party to process ACH payments on our behalf.. At our request, the third party creates a file to disburse funds from City accounts maintained at our current bank. When the third party transmits a file the City approves and releases the ACH batch.

- 3.10.30
- a. Can the bank accommodate these processes or provide alternative solutions?
 - b. Discuss the banks performance in meeting customer prescribed presentment deadlines in the last twelve months. Provide statistical information.

3.10.31 Reporting and Online Banking Services

The bank must have the online capability to service and report on electronic payments, money transfers, wires, and ACH transactions for the transfer of funds to, from, and between City accounts.

The City currently uses an internet based banking application to access current and prior day reports and transactions, manage positive pay transactions and exceptions, and initiate wire and ACH payments.

3.10.32 Please discuss the bank's internet based systems.

- a. Describe how the bank's detailed account reporting system will provide beginning and ending ledger (book) balances, collected balances, available balances, float assignment, and current day reporting. Describe any other information that can be reported. Provide sample online statements.
- b. Describe the bank's online reporting system capabilities including the ability to provide detailed information on deposits, paid items, outstanding items, stop items, paid-no issue, stop-no issue, returned items, pending return items, deposit corrections, miscellaneous debit/credit adjustments.
- c. Discuss any special software and hardware requirements.

- d. Discuss what current and prior day reports are available online? Provide samples of bank standard online reports.
 - e. Discuss ad-hoc reporting capabilities.
 - f. Can reports be downloaded to personal computers? If so, in what format(s)?
 - g. How many days is data accessible online before it drops off the system? Can previous day reports be generated for every day, or a range of days, in the current month? Describe any permanent archiving of this information provided by the bank.
 - h. Describe the bank's online imaging capabilities. In what format are the imaged documents maintained? How long are images accessible online? Provide a listing of documents imaged by the bank's system.
 - i. Can individual users be restricted to accessing information only on certain accounts or transaction types?
 - j. Can the City assign administrators to manage users? If so, describe this procedure,
 - k. Are there limits to the number of users that can access the application simultaneously?
 - l. What time (PST) each day is the information available for prior day transactions?
 - m. When are current day transactions available and how often is the intraday information updated?
 - n. Not considering scheduled maintenance, what percentage of the time was the system available during the prior twelve months? What was the longest consecutive period of time, in hours, where the system was unavailable?
 - o. Discuss the security features and describe the bank's security procedures for its information reporting system both for access and information protection.
- 3.10.33 Explain how the bank prices online information reporting. Do not discuss actual pricing here; detailed pricing should only be included in the cost proposal portion of the RFP.
- 3.10.34 What type of output reporting is available for cycle-end deposit reporting (e.g., mailed paper report, magnetic tape, cartridge, CD-ROM, file transmission)?
- 3.10.35 Provide a list of all transaction types that are reported miscellaneous transactions.
- 3.10.36 How soon after the cut-off date will bank statements and reconciliation information be sent?
- 3.10.37 Describe the bank's procedures for both full and partial account reconciliation. Provide sample reports. Discuss reconciliation features the bank has that would distinguish it from other banks.

3.10.38 Currently, the City receives a daily BAI2 file for accounts that includes all prior day bank transactions. These files are exported to Excel for reconciliation purposes. Discuss the bank's ability to provide these files daily by 8:00 a.m. (Pacific Time) the following business day.

3.11 LOCKBOX SERVICES
Lockbox Requirements for SID Processing

VOLUME OF PAYMENTS

The City of North Las Vegas current lockbox service Respondent processes approximately 15,000 payments per year for the Finance Department.

REMITTANCE PROCESSING

Respondent will process checks and remittance documents in accordance will the procedure described below under REMITTANCE PROCESSING PROCEDURES and Attachments C and D. Procedures may be amended from time to time, at any time, subject to approval of the City of North Las Vegas. The City of North Las Vegas requires 90 days notice for changes to procedures.

REMITTANCE PROCESSING PROCEDURES

Respondent will provide remittance processing services in accordance with the following provisions:

- (1) Respondent will examine and process checks as follows, unless otherwise notified in writing by the City of North Las Vegas:
 - a) Payee Designations: Respondent will be authorized to endorse checks, drafts or other negotiable instruments on the City of North Las Vegas behalf for deposit into the Account. Checks must be received in the Remittance P.O. Box and must be payable to City of North Las Vegas, or a reasonable variation thereof.
 - b) Remittance Documents: Respondent will image and/or return those documents enclosed with remittance payment. The print format on the remittance document will remain constant. Any changes to remittance documents will be submitted to Respondent ninety (90) days prior to effective date.
 - c) No Amount: Where there is no amount, written or numerical, shown on the face of the check, the check will be forwarded to City of North Las Vegas.
 - d) Signature Missing: Respondent reserves the right to reject and refuse a deposit of any check which does not contain a drawer's signature.
 - e) Undated Checks: Respondent will date the check as of the date of receipt and will deposit the check or item.
 - f) Postdated Checks: Postdated checks will be deposited.

- g) Stale Date: Checks dated six months or more prior to the date of the receipt will be deposited at the discretion of the Respondent.
 - h) Paid in Full Notations: Respondent will not be bound by restrictive legends or other notations such as "Paid in Full" or "Void after 90 days". Respondent may deposit the check or other items without regard for restrictions contained in the checks or items. In no event will Respondent be liable for its refusal to honor said restrictions (whether or not the Respondent had previously honored or dishonored similar restrictions).
 - i) Digital Images: Digital images will be created for front and back side of checks and remittance documents.
 - j) Foreign Checks: Any checks drawn on banks which are located outside the United States or payable in a foreign currency will be processed on a collection basis only.
 - k) Cash: The Lockbox will not be used to affect the deposit of currency or coin. Cash received will not be accepted. Any cash received will be verified in dual custody and returned to the City of North Las Vegas in the original envelope.
- (2) Returned Item: Checks and items which are returned unpaid because of "Insufficient Funds", "Account Closed", "Payment Stopped" and other similar terms, will be charged back to the City of North Las Vegas, without regard to whether the institution on which the check or item is drawn returned the check or item before its midnight deadline. Respondent will return these unpaid checks or items with a copy of the debit advice to the City of North Las Vegas within 24 hours of receipt.
- (3) Remittance Instructions: Respondent will process the following:
- a) Regular Payments – remittance is equal to payment amount
 - b) Partial Payments – payment is less than the remittance
 - c) Excess Payments – payment is greater than the remittance
 - d) Multiple checks with one remittance (If the checks are in balance with the payment coupon, process the payment as normal in the retail side. If the checks are out of balance with the payment coupon then deposit the checks and send with wholesale work (including all backup – payment coupon and anything else provided)).
 - e) Multiple remittances with one check. If the check is in balance with the payment coupons, process the payment as normal in the retail side. If the check is out of balance with the payment coupons then deposit check and send with wholesale work (including all backup – payment coupons and anything else provided). We want no limitations on how many coupons can be processed with a single check.
 - f) Check(s) received with no remittance. If a check is received with no payment coupon, deposit the check and process on the wholesale side (including all backup).

The following items shall be forwarded daily via overnight delivery or other service to Assessment Management Group, 5740 S. Eastern Ave, Suite 210, Las Vegas, NV 89119 to arrive by 10:30am:

- a) Envelopes which contain only correspondence.
- b) Daily remittance material.

Unacceptable Checks: Checks which are not accepted for deposit shall be returned via overnight delivery or other service to the City of North Las Vegas, Attn: Alicia McOsker 2200 Civic Center Dr, North Las Vegas, NV 89030 to arrive by 10:30am.

4.1 PRIMARY VENDOR INFORMATION

- 4.1.1 Provide a copy of the bank's statement of ethics and code of conduct.
- 4.1.2 Discuss your policies as an Equal Opportunity Employer and Equal Opportunity Lender.
- 4.1.3.1 Provide your short and long term ratings from at least two the following organizations:
 - Moody's
 - Fitch Bankwatch
 - Standard & Poors

Vendors must provide a company profile. Information provided shall include:

- 4.1.4 Annual Report. Provide a copy of the bank's most recent annual report.
- 4.1.5 Audit. Discuss substantive operating issues raised by recent audits, particularly regarding those services described in this RFP
- 4.1.6 Regulatory Reports. Provide a copy of the bank's Statement on Auditing Standards Number 70 (SAS 70) and SEC 10-Q and discuss any issues raised from these documents during the most recent audit.
- 4.1.7 Company ownership. If incorporated or organized as a business entity, the state in which the company is incorporated or organized, and the date of incorporation or organization.

An out-of-state vendor must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.

- 4.1.8 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any

civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable.

- 4.1.9 Organization, size, structure and capitalization of the Vendor. If the Vendor is a subsidiary, please provide the same information for the parent. Discuss any ownership changes over the past five (5) years and any pending or proposed changes if this is legally appropriate to provide.
- 4.1.10 The location(s) of the company offices and location of the office that would provide banking services to any State account(s).
- 4.1.11 The total number of full-time employees (FTE) dedicated to the banking services described herein, their total number of years of experience and the resumes for key staff responsible for the performance of any contract resulting from this RFP. Discuss the number of employees both locally and nationally, as well as the locations from which employees will be assigned.
- 4.1.12 Comment on personnel turnover within the bank over the past three (3) years in the area of government services. Differentiate between those leaving the bank and those transferring to other departments within the bank.
- 4.1.13 The name, mailing address, e-mail address and telephone number of the Vendor's primary point of contact for a contract resulting from this RFP.
- 4.1.14 A company background/history, including information on why the vendor is qualified to provide the services described in this RFP. Discuss the bank's knowledge of applicable NRS and NAC and ability to comply, as appropriate.
- 4.1.15 Describe the length of time the vendor has been providing services described in this RFP to the public and/or private sector. Provide a description of those services, including the number of public agency clients and amount of public funds on deposit.
- 4.1.16 Has the vendor ever been engaged under contract by the City?
 Yes No If "Yes," specify when, for what duties,
- 4.1.17 Is the vendor, or any of its employees, employed by the City or by any other government?
 Yes No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

- 4.1.18 The vendor's Dun and Bradstreet number.
- 4.1.19 A list of professional organizations or affiliations the vendor maintains.

4.2 PERFORMANCE

- 4.2.1 The City wants to identify key measures of the bank's financial strength and profitability.
 - a. Identify and discuss the key balance sheet and income items for the bank.
 - b. Describe the key performance measures for the bank.
 - c. Discuss the types of risks the bank must manage.
 - d. Identify and discuss the key measures of risk within the bank.
 - e. Identify the major factors affecting the bank's performance.
 - f. Discuss how the profitability of various lines of business within the bank are evaluated with respect to services requested within this RFP.
 - g. Discuss the use of a balanced scorecard to look at financial and non-financial measures of performance at the bank.
 - h. Identify and discuss the key drivers of non-interest income and non-interest expense.
 - i. Capital adequacy ratios are a measure of the amount of a bank's capital expressed as a percentage of its risk weighted credit exposures. The minimum capital adequacy ratios that apply are:

Tier one capital to total risk weighted credit exposures to be not less than 4 percent;
 Total capital (tier one plus tier two less certain deductions) to total risk weighted credit exposures to be not less than 8 percent.

Provide the following capital adequacy data as of June 30, 2009 and explain the impact to the City

Risk Based Capital	Bank	Peer Group Average	Percentile*
Tier 1 Risk Based Capital to Risk Weight Assets			
Total Risk Based Capital to Risk Weight Assets			
Tier One Leverage Capital			

Percentile: The position or ranking of one bank relative to all others within the peer group for a given ratio. Thus, if a bank is at the 80th percentile for the tier one lever-age ratio, it may be said that 20% of the banks in the peer group have a leverage ratio that is higher and 80% have a lower ratio. Vendors must provide a minimum of three references from similar services provided for private, state and or local government clients within the last three years.

4.4 SUBCONTRACTOR INFORMATION

- 4.4.1 Does this proposal include the use of subcontractors?
- 4.4.2 Identify specific subcontractors and the specific requirement of the RFP for which each proposed subcontractor will perform services.
- 4.4.3 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.4.4 References as specified above must be provided for any proposed subcontractors. The City requires that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 4.4.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 4.4.6 Primary vendor must notify the City of the intended use of any subcontractors not identified within their response and receive City approval prior to subcontractor commencing work.

COST

NOTE: Vendor must submit a cost proposal which is at least as favorable as the pricing level the vendor has with any other City having comparable deposits and transaction volumes. Cost information *must not* be included with the vendor's Technical Proposal, please refer to the Submittal Instructions.

- 5.1 Conversion costs. Describe all costs associated with the conversion of banking services to a new service provider. Clearly indicate any and all costs to be absorbed by the bank and those which will be borne by the City.
- 5.2 Fees in this proposal shall be guaranteed for three (3) years. Any proposed changes to the fee schedule in place must be presented to the City no later than 180 days prior to the effective date of the effective date of the proposed fee change. The change must be mutually agreeable to both parties or the contract may be terminated after 90 days notice.
- 5.3 The City expects to receive the same pricing as proposed for the main depository account. Supply individual account analysis statements and a consolidated statement from which payments will be based.

- 5.4 The City expects the bank awarded this contract(s) to waive any fee that may be charged to individuals cashing City issued checks at your bank's branches that do not have a banking relationship with your bank. Indicate if the bank will be able to comply with this request.
- 5.5.1.1.1 Discuss any proposed fees for services identified in this RFP that are not included on the pricing pro-forma.
- a. Provide a complete description of any other fees which may apply to this RFP.
 - b. All fees listed as "optional" will not be considered in the price evaluation and comparison or required specifications of this RFP.
 - c. Optional fees are associated with services which exceed the required services as enhancements to the bank's response.
- 5.6 Provide a sample account analysis statement for the proposed fees.
- a. How soon after month end will the account analysis statement be available to the City for review?
 - b. Does the bank offer downloadable Account Analysis statements that can be imported into a local database or Excel?
 - c. Will AFP Service Codes be identified on the Account Analysis statements?
- 5.10 Indicate if the proposed fees are tiered (volume sensitive) or flat fees. Discuss any special service rates which may be available to the City.
- 5.11 Indicate if the proposed fees are dependent upon other account relationships/product services being maintained at the bank. Describe how the relationships/product services would impact the service fees.
- 5.12 Describe the procedures used to make any adjustments to Account Analysis statements.
- a. How long it will take for the bank to correct any billing errors on Account Analysis?
 - b. How long does it take for the adjustments to take effect?
 - c. How are adjustments handled if the analysis period has already cut off?
 - d. How is the City notified of Account Analysis adjustments?
 - e. Are new "revised" Account Analysis statements processed and delivered to the City?
- 5.13 Discuss compensation methods for independently contracted services (Armored Courier, Consultants, etc.) to be paid directly by the bank and costs passed through to the City.
- 5.14 Will the City's bank relationship manager review the monthly Account Analysis statement prior to delivery to the City to ensure the City's contract pricing, services and adjustments are in place?

- 5.15 Indicate in the proposal any discounts available for alternative (monthly, quarterly, semi-annually) preparation of analysis statements and payment of invoices.

6 COMPENSATION & PAYMENT

The earnings rate developed will be applied monthly against the daily net collected balances of the accounts to determine the value of bank services earned that month with compensating balances. The City shall compensate the bank for services using direct fees and compensating balances on a monthly basis with excess earnings credits or debits carried forward and settled on an annual basis at the end of the City's fiscal year (June 30th).

Fees for all services provided must be billed monthly and a monthly account analysis statement shall be provided to the City for bank services. The vendor shall not be permitted to direct debit the City's concentration account or any other City account for banking services. The City may pay its settlement invoice using check, wire transfer, or ACH credit. Payment for the contracted service will be made within 30 days upon receipt of invoice.

- 6.1 Discuss the reserve requirements for the City's account.
- 6.2 Provide the bank's Earnings Credit Rate and explain how it will be determined and applied to the City's account.
- a. Describe the index the earnings rate is linked to.
 - b. Is there a minimum which this rate will be set?
 - c. Are there tiered rates for levels of collected balances?
 - d. How often is the Earnings Credit Rate calculation updated?

RFP 007-030
SAMPLE CONTRACT
(Sample)

THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND insert legal name of other party- (this "AGREEMENT") is executed this ___ day of ____, 2008 by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and insert legal name of other party, a insert name of state and type of entity the other party is- (the "SERVICES PROVIDER").

RECITALS

1. The City desires to contract for Banking Services(the "PROJECT");
2. The Services Provider is experienced in Banking Services (the "SERVICES");
3. The City desires to have the Services Provider perform ALL of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions and covenants:

SECTION ONE
RESPONSIBILITY OF SERVICES PROVIDER

In addition to any other obligations of Services Provider under this Agreement, the Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subcontractors, and by any of the principals, officers, employees and agents of Services Provider and any subcontractor under this Agreement.

1.2. The Services Provider hereby designates insert name of Services Provider's contact person as the employee, agent or representative of Services Provider who is (1) responsible for making sure the Scope of Work (as defined below) is performed in its entirety on time and on budget, and (2) the point-of-contact for the City for all matters concerning the Project, and (3) authorized to make all decisions and take all actions necessary to pay, perform and deliver all obligations of Services Provider pursuant to the terms and conditions of this Agreement (the "RESPONSIBLE PERSON"). All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Responsible Person, or by the Services Provider's associates, employees and subcontractors under the personal supervision of the Responsible Person. If the Responsible Person becomes unable to serve in the capacity of Responsible Person for any reason, the Services Provider shall notify the City in writing of such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval,

in its reasonable discretion, who has an equivalent amount of experience performing the same type of Services as required for the Project. The Services Provider shall promptly replace any Responsible Person deemed by the City to be unacceptable with a Responsible Person who is acceptable to the City.

1.3. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

1.4. The Services Provider shall not send or publish to any third party any correspondence related to the Project or this Agreement without the City's prior written approval thereof.

1.5. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Services Provider shall perform all of its obligations under this Agreement in compliance with the Project Schedule attached hereto and incorporated herein as Exhibit A, as such may be modified or amended from time to time by mutual agreement of the City and the Services Provider (the "PROJECT SCHEDULE"). Attach the task by task completion timeline (whether in a Critical Path format or other method) as Exhibit A The Services Provider shall commence the Project on _____, 2008, and complete the Project by _____, 2008 [See #8-CTW].

A. At any time that the Services Provider falls behind schedule, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Project Schedule, including without limitation, paying for and providing overtime labor; provided however, that if the Services Provider believes that a delay in the Project Schedule is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional time equal to the amount of time lost due to the City's conduct, and the City may grant such additional time in its reasonable discretion. In the event of a Force Majeure Event (as defined below), the Services Provider may also, by written notice, request additional time equal to the number of days the Force Majeure Event was occurring.

B. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any of its employees, agents, contractors or subcontractors, or any of the officers, employees, or agents of any of them.

1.7. The Services Provider shall perform all of its obligations under this Agreement in compliance with the budget set forth in Exhibit B attached hereto and incorporated herein, as it may be amended from time to time by mutual written agreement of the City and the Services Provider (the "BUDGET"). Attach the task by task cost breakdown (whether in spreadsheet format or otherwise) as Exhibit B If the Services Provider determines that the Project is over Budget in its entirety or in any line item of the Budget, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Budget, including without limitation, paying the amount of such overage from the Services Provider's own funds; provided however, that if the Services Provider believes that an overage in all or a portion of the Budget is due solely to the

negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional funds equal to the amount of the overage created due to the City's conduct, and the City may grant such additional funds in its reasonable discretion. In the event of a Force Majeure Event, the Services Provider may also, by written notice, request additional funds equal to the amount of funds directly attributable to the Force Majeure Event.

1.8. The Services Provider shall pay, perform and deliver all obligations of Services Provider set forth in this Agreement, including without limitation those obligations set forth in Exhibit C attached hereto and incorporated herein, as it may be amended by mutual agreement of the City and the Services Provider from time to time, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement (the "SCOPE OF WORK"). Attach a description of all of the obligations of the Services Provider as Exhibit C. You may use, as a starting point, the PROPOSAL specifications, the Request for Proposals requirements, or the scope of work prepared by the Services Provider in his response to the RFP. Make sure that the Scope of Work includes each obligation of Services Provider described in #6--CTW.] The Services Provider shall not perform any task that is not required by this Agreement or necessarily implied by it, without obtaining the prior written approval of the City. If the Services Provider chooses to perform any task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. If the City desires the Services Provider to perform additional tasks not set forth in the Scope of Work, the City will notify the Services Provider of that fact in writing ("SUPPLEMENTAL SERVICES"). If such changes cause a significant increase or decrease in the Services Provider's cost or time required for performance, the parties shall formally amend this Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Services Provider of City's notice of changes, or such claim shall be deemed waived by Services Provider and Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder. All such Supplemental Services shall be performed at the rates set forth in Exhibit D attached hereto and incorporated herein (the "SUPPLEMENTAL SERVICES RATES") Attach a copy of the Services Provider's current hourly rates for time and materials and attach as Exhibit D].

1.10. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time (collectively, the "LEGAL REQUIREMENTS") in performing the Scope of Work for the Project.

A. In connection with the performance of work under this Agreement, the Services Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or any other protected class, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

1.11. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to the Project, the Scope of Work and/or the business and operations of the Services Provider (collectively, the "GOVERNMENTAL APPROVALS"). In the event Services Provider is required to obtain any Governmental Approvals from the City in connection with the matters contemplated by this Agreement, the Services Provider acknowledges that the City will review Services Provider's applications for such Governmental Approvals in the ordinary course, and this Agreement shall not be deemed to be an approval of any such applications.

1.12. The Services Provider shall not commence performing any of its obligations under this Agreement until such time as it has received a Notice to Proceed from the City.

1.13 The Services Provider shall immediately notify the City if Services Provider becomes aware of any notice, citation, complaint or other matter issued by any governmental authority with respect to Services Provider, the Project or the Scope of Work, and shall not take any action to respond to or resolve same without receiving prior written approval from the City.

1.14 The Services Provider shall at its sole cost and expense obtain and maintain at all times the insurance required by Section 8, and shall promptly notify City if any such insurance is canceled or altered.

1.15 The Services Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards. In the event that Services Provider fails to remove any employee from the Scope of Work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the Scope of Work is deemed by the City to be contrary to the interests of the City, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

1.16 The Services Provider shall treat all information relating to the Project and all information supplied to the Services Provider by the City as confidential and proprietary information of the City and shall not permit its release by Services Provider's employees, agents or subcontractors to other parties or make any public announcement or release thereof without the City's prior written authorization. Services Provider shall also require its contractors, consultants and subcontractors, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or subcontractor of Services Provider having access to personnel, data, information, personal property or real property of the City, must first submit to a background check performed by the City's Police Department, and must satisfactorily pass such background check, as determined by the City in its sole discretion, before performing any portion of the Project or the Scope of Work on behalf of Services Provider.

SECTION TWO
RESPONSIBILITY OF CITY

In addition to any other obligations of City under this Agreement, the City has the following responsibilities:

2.1. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider during normal City business hours.

2.2. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions and the conformance of such submissions to the requirements of this Agreement, including without limitation, the Scope of Work.

2.3. The City shall assemble selected data and information related to the Project and provide same to the Services Provider within _____ days after the date of this Agreement. The data and information to be provided by the CITY is the following:

A. *[INSERT all data and information to be provided by the City]*

B. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information that the Services Provider deems necessary to complete the Scope of Work.

2.4. *[INSERT task by task all obligations of the City listed on #9--CTW]*

SECTION THREE
PAYMENT TERMS

3.1 Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work the amount of Dollars (\$_____) (the "CONTRACT PRICE"), which amount shall be paid pursuant to this Section 3 *[choose as applicable from CTW #7--[in one lump sum on (insert date)] OR [in installments according to the following schedule--insert installment schedule from #7 of the CTW]]*

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: *[insert information you want to see on the invoice]*

3.3 The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section 11.

3.4 The Services Provider shall submit invoices only once per month, covering work performed by Services Provider or its agents or employees in the prior month.

3.5 Services Provider shall promptly pay any amounts due to any employees, agents, subcontractors or anyone else performing any portion of the work for Services Provider, and in the event any of the foregoing liens any City property, Services Provider shall promptly and at its expense cause such liens to be removed.

SECTION FOUR ACCESS TO RECORDS

4.1 The Services Provider shall maintain books, records, documents and other evidence directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles and practices. The Services Provider shall also maintain the financial and other information and data used by the Services Provider in the preparation or support of all invoices of Services Provider, and a copy of such invoices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Services Provider will provide proper facilities for such access and inspection.

4.2 Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

4.3 The Services Provider agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 4.1 above, to any Project funding agency provided that the Services Provider is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.

4.4 Records pursuant to Section 4.1 above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim or exception. This Section 4.4 shall survive the completion of the Project and the termination or expiration of this Agreement.

4.5 The Services Provider agrees to include language substantially similar to the language of Sections 4.1 through 4.4 in all Services Provider subcontracts related to performance of services specified in this Agreement.

SECTION FIVE PUBLIC RECORDS

5.1 Pursuant to NRS § 239.010 and other applicable Legal Requirements, each and every document provided to the City is a "public record" open to inspection and copying by any person,

except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Services Provider for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Services Provider, Services Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This Section 5 shall survive the expiration or earlier termination of this Agreement.

SECTION SIX FISCAL FUNDING OUT

6.1 City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if City does not allocate funds to continue the function performed by Services Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

SECTION SEVEN REPRESENTATIONS AND WARRANTIES

7.1 Services Provider hereby represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

A. Services Provider is a duly formed and validly existing *[corporation][limited liability company][partnership][insert applicable type of other entity]* and is in good standing pursuant to the laws of the State of ___[insert name of state where entity was formed] *[INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA; and is duly qualified to do business in, and is in good standing in, Nevada]*, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Services Provider will not result in a breach of any instrument to which Services Provider is a party or by which Services Provider is bound or of any judgment, decree or order of any court or governmental body or any Legal Requirement applicable to Services Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Services Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Services Provider, enforceable in accordance with their respective terms.

D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution and performance of this Agreement by Services Provider.

E. Services Provider has obtained any and all Governmental Approvals that are required to be obtained by Services Provider by all Legal Requirements applicable to Services Provider and to the performance of the Scope of Work by Services Provider.

F. Services Provider is duly licensed and authorized to do business in the City, and Services Provider's business license is in full force and effect.

G. Services Provider is a sophisticated and qualified provider of the Services required by the Scope of Work, and its personnel possess the level of professional expertise and experience that is necessary to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

H. Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the Project Schedule and pursuant to the Budget, and to perform all of its obligations under this Agreement.

I. Services Provider shall require that each subcontractor performing any portion of the Project or the Scope of Work:

1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
2. Has obtained any and all Governmental Approvals that are required to be obtained by all Legal Requirements applicable to the subcontractor and to the portion of the Project performed by subcontractor;
 - a) Shall be required to comply with all obligations of Services Provider to City under this Agreement;
 - b) Shall submit the names of all its employees, agents, or other persons performing any portion of the Scope of Work or the Project on behalf of subcontractor to the City for a background check, and shall staff its portion of the Project with those who have passed the background check to the City's satisfaction
5. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and
6. Shall comply with all applicable Legal Requirements that are applicable to subcontractor and any portion of the Project work performed by subcontractor.

J. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.2 The representations and warranties made by Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

SECTION EIGHT INSURANCE

8.1 Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workman's Compensation Insurance as required by applicable Legal Requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than ~~[\$1,000,000-]~~ for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. [If applicable] Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than ~~[\$1,000,000-]~~ for each occurrence and ~~[\$2,000,000-]~~ in the aggregate.

D. Automobile Liability insurance with a combined single limit of ~~[\$1,000,000-]~~ per accident.

E. Employer's Liability insurance with limits of ~~[\$1,000,000-]~~ per occurrence.

F. *[Insert any other applicable insurance coverages, as appropriate. See #12-CTW and consult with Risk and the City Attorney's office]*

8.2 Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider.

8.3 All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A:+ or higher, and shall expressly:

- A Provide that such policies shall not be cancelled or altered without thirty (30) days prior written notice to City; and
- B. Waive subrogation against the City, its officers, agents, servants and employees; and
- C. Provide that they are primary and noncontributing with any insurance which City may carry; and
- D. Include or be endorsed to cover Services Provider's contractual liability to the City; and
- E. Be signed by a person authorized by that insurer and licensed by the State of Nevada; and
- F. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION NINE EVENT OF DEFAULT

9.1 As used herein, "City Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by City, or any breach of this Agreement, which City fails to remedy within five (5) days after written notice thereof to City, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to City, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and City shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for City in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed six months.

9.2 As used herein, "Services Provider Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by Services Provider, or any breach of this Agreement, which Services Provider fails to remedy within five (5) days after written notice thereof to Services Provider, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to Services Provider, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and Services Provider shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an

additional period of time as is reasonably necessary for Services Provider in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed two months.

9.3 A breach of this Agreement includes without limitation the following:

A. If Services Provider is unable to obtain or maintain any Governmental Authorizations necessary to perform its obligations under this Agreement;

B. If Services Provider shall be or become insolvent, voluntarily or involuntarily, or if Services Provider shall compound Services Provider's debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver, liquidator or trustee is appointed for Services Provider's property, or in the event Services Provider shall be adjudged a bankrupt, or if Services Provider makes an assignment for the benefit of creditors, or if Services Provider files a petition under any chapter of the Bankruptcy Act;

C. If Services Provider assigns or attempts to assign this Agreement without the City's prior written consent;

D. If Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement;

E. If any financial statement, resume, statement of qualifications or representations and warranties of Services Provider, given to City by Services Provider, was materially false when given.

SECTION TEN TERMINATION

10.1 The City may terminate this Agreement at any time without cause upon notice to the Services Provider, and the City shall have no liability to Services Provider for such termination except that the City shall pay Services Provider for the reasonable value of Services provided by Services Provider to City up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10.2 The City may, upon written notice to Services Provider, terminate this Agreement immediately "for cause" upon a Services Provider Event of Default.

10.3 The Services Provider may, upon written notice to the City, terminate this Agreement immediately "for cause" upon a City Event of Default.

10.4 Either party may terminate this Agreement pursuant to any term of this Agreement which gives such party a right of termination.

SECTION ELEVEN
DISPUTE RESOLUTION

11.1 All disputes between City and Services Provider shall be resolved in the following manner:

A. The City's representative and the Services Provider's Responsible Person will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.

B. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the City's representative and the Services Provider's Responsible Person shall,

within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

C. Copies of each written summary shall be exchanged between the City's representative and the Services Provider's Responsible Person, and provided to the City's Assistant City Manager, or his or her designee. Within fifteen (15) calendar days thereafter, the City's Assistant City Manager, or his or her designee, and the Services Provider's Responsible Person will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize all issues of dispute, the resolutions to resolved issues, and unresolved issues, if any.

D. If there are still unresolved issues, the written record will be reviewed by the City's City Manager, or his or her designee, who will render a determination regarding such dispute. Such determination will be the final administrative determination.

E. If the Services Provider disagrees with the determination of the City's City Manager, or his or her designee, the Services Provider may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available at law or in equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

SECTION TWELVE
INDEMNIFICATION

12.1 Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, Services Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 12 shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

14.6 Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section 14.6 shall survive the completion of the Project until the applicable statutes of limitation expire.

14.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

14.8 Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

14.9 Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, [List all other documents prepared in your transaction] or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

14.10 No Brokers. City and Services Provider each represent and warrant that neither of them has dealt with a broker or otherwise agreed to pay a broker's or agent's commission, finder's fee or other like compensation to anyone in connection with this Agreement, and Services Provider and City each agrees to indemnify, defend and hold the other party harmless from and against such claims or costs, including reasonable attorneys' fees, if the indemnifying party has wrongly made this representation and warranty. This Section 14.10 shall survive the expiration or earlier termination of this Agreement.

14.11 Headings. The paragraph headings of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

14.12 Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person or any other entity. The words "include" or "including" shall be deemed to incorporate "without limitation".

14.13 No Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative or joint venturer of the other.

14.14 Further Assurances. Buyer and Seller shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement, provided that such further assurances are provided by each party at no additional cost to such party and are otherwise consistent with the terms and intent of this Agreement.

14.15 Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

14.16 Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

14.17 Force Majeure. In the event any party is unable to perform its obligations under this Agreement because of a Force Majeure Event, then such party shall provide the other party with notice of its inability to perform its obligations hereunder, together with documentation supporting the existence of such Force Majeure Event, and shall promptly begin to perform, or resume performance of, its obligations under this Agreement upon the cessation of the Force Majeure Event. As used herein, a "Force Majeure Event" means labor strikes, extraordinary civil commotion, war, warlike operation, fire or other casualty, inability to obtain fuel or energy, unusual or uncustomary weather conditions, or other acts of God, or other causes beyond a party's reasonable control (financial inability excepted).

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas

[Services Provider Name]

By: _____
Shari L. Buck, Mayor

By: _____
[Type Name and Title of Person
Executing Document]

Attest:

By: _____
Karen Storms, City Clerk, CMC
Approved as to Form:

Nicholas Vaskov, Acting City Attorney

By: _____

Deputy City Attorney

Exhibit A
Project Schedule

Exhibit B

Budget

Exhibit C

Exhibit D

Supplemental Services Rates

SERVICE	NUMBER OF UNITS
BALANCE RELATED SERVICES	
COLL OVERDRAFT INTEREST CHARGE	
FDIC ASSESSMENT	5,347,313
FDIC-TLGP ASSESSMENT	1
DEPOSITORY SERVICES	
ACCOUNT MAINTENANCE	7
BANKING CENTER DEPOSIT	12
QBD/NIGHT DROP DEPOSIT	12
VAULT DEPOSIT	661
ITEM PROCESSING DEPOSIT	30
DEBITS POSTED-OTHER	1B
DEPOSIT CORRECTION-NON-CASH	1
DEPOSIT CORRECTION-NON-CASH	2
GENERAL CHECKS PAID TRUNCATED	3.13
DIRECT DDA STMT PER ACCT	6
ZBA MASTER ACCOUNT MAINT	1
ZBA SUBSIDIARY ACCOUNT MAINT	2
RETURNS-CHARGEBACK	105
RETURNS-RECLEAR	130
RETURNS-MAKER REQUIRED	59
CKS DEPOSITED	8.316
CKS DEP ON US	57
CKS DEP LOCAL CLEARINGS	62
CKS DEP OTHER IN DIST	272
CKS DEP ALL OTHER	627
CKS DEP REJECTS	4
CKS DEP REJECTS >.&	11
DEBITS POSTED-ELECTRONIC	131
CREDITS POSTED-ELECTRONIC	919
ICL TRANSMISSION DEPOSIT	38
IRD DEPOSITED ITEMS	1.823
IMAGE DEPOSITED ITEMS	28.476
DIRECT ACCOUNT TRANSFER	9
REGULUS LOCKBOX SERVICES	
RTLBX MONTHLY MAINTENANCE	1
RTLBX ITEMS - MATCHED	592
RTLBX ITEMS - UNMATCHED	83
RTLBX DOCUMENT DESTRUCTION	680
RTLBX ITEM- MULTIPLE	7
RTLBX ITEM CHECK ONLY	337
RTLBX REJECTS-CORRESPONDENCE	153
RTLBX CASH HANDLING	1
EXPEDITED DEPOSIT - EXPRESS	96
RTLBX CO ROM MONTHLY MAINT	1
RTLBX CO ROM PER CD	4

RTL BX CO ROM-MOVE IMAGE TO CD	1.711
REGULUS LOCKBOX SERVICES	
RTL BX DATACOM-TRANS	1
RTL BX DATACOM-TRANS -RECORD	1.017
RTL BX ENVELOPE RETENTION	1.029
RTL BX MAIL EXP-OVERNIGHT	44
CCWIERCIAL DEPS-CASH VAULT	
CURR/COIN DEP/\$100-qBD-ND	154
CURR/COIN DEP/\$100-BKG CTR	96
CURR/COIN DEP/\$100-VLT	16.682
COIN DEPOSIT-NQN STD BAG-VLT	4
CURRENCY SUPP/4100-NONSTO-VLT	380
DEPOSIT CORRECTION-CASH	3
DEPOSIT CORRECTION-CASH	/
DUP DEP CORRECTION NOTICE	3
COIN SUPPLIEO/ROLL-VLT	341
CHANGE ORDER VAULT	13
GENERAL ACH SERVICES	
ACH OPTIONAL RPTS-ELECTRONIC	46
ACH BLOCKS AUTH. INSTRUCTIONS	20
ACH BLOCKS AUTH MAINTENANCE	4
ACH BLOCKS AUTH ADD-CKANGE	9
ACH MONTHLY MAINTENANCE(H)	1
ACH MONTHLY MAINTENANCE(W)	1
ACH INPUT-TRANSMISSION(W)	24
CONSUMER ON US CREDITS(W)	2.503
CONSUMER OFF US CREOITS(W)	8.481
ACH RETURN ITEM	97
ACH NOTIF OF CHANGE (NOC)	15
ACH STANDARD RPTS-ELECTRONIC	16
ACH CREDIT RECEIVED ITEM(E)	306
ACH DEBIT RECEIVED ITEM(E)	199
HIRE TRANSFER	
DIRECT HIRE MAINTENANCE FEE	1
ELEC WIRE OUT-DOMESTIC	20
ELEC WIRE OUT-BOOK OB	3
INCOMING DOMESTIC HIRE	5
CUST MAINT TEMPLATE STORAGE	27
BOOK CREDIT	3
ACCOUNT RECONCILIATION	
CD ROM MAINTENANCE	4
CD ROM PER IMAGE	3.119
CD ROM DISK	1
FULL RECCN INPUT FILE-TRANS	SO
AR FULL MAINT-PAPER RPTS	4
DEPOSIT RECON MAINTENANCE	1
ARP ON-LINE STMT SHORT TERM	4
ACCOUNT RECONCILIATION	

DEPOSIT RECON PER ITEM	627
ELECTRONIC PPAY MAINT	1
FULL PPAY ACCOUNT	
FULL PPAY ITEM	3.106
POSITIVE PAY INPUT ITEM-TRANS	26
FULL RECON INPUT ITEM TRANS	3.3
INFORMATION SERVICES	
GCS MANUAL INFO REPORTING	1
IMAGE RETRIEVAL BA DIRECT	13
DIRECT PREVIOUS DAY MAINT	1
DIRECT CURRENT DAY MAINT	1
DIRECT PER ACCOUNT FEE	7
DIRECT CURRENT DAY STO ITEM	3.115
DIRECT PREVIOUS DAY EXT ITEM	5.225
EDI SERVICES	
PAYMODE CON MTHLY LICENSE FEE	1
PAYMODE CON TRANSACTION FEE	13.033
GLOBAL ADVICE REC PER PAYMENT	88
EOI-RECEIVING MAINTENANCE	1
GLOBAL ADVICE RECEIVING MAINT	1
MISCELLANEOUS	
CASHIER CHECKS/OFFICIAL CHECKS	1

ATTACHMENT B

Incoming to Lockbox SID Payment Coupon Scan Line:

Deposit Acct #	Dist	Parcel	Filler	Date	Min-Due	Payoff	Chk Digit
00000xxxxxxxxx xx	007801	190172110 56	0000000	120108	00006453 1	00090204 0	3
15 digits	6 digits	11 digits	7 digits	6 digits	9 digits	9 digits	1 digit

Total number of characters is 64

Sample Data:

00000xxxxxxxxx0078101781771903900000000201080000028730001533391
 00000xxxxxxxxx0078101782021204500000000201080000093770005005112
 00000xxxxxxxxx007810178211151000000000201080000043460002319423
 00000xxxxxxxxx0078081783141502400000000201080000014240003030424
 00000xxxxxxxxx0078101782071205700000000201080000056170002998405
 00000xxxxxxxxx0078101782021201600000000201080000093770005005116
 00000xxxxxxxxx0078101783051600100000000201080000242740012957047
 00000xxxxxxxxx0078101782121205300000000201080000046790002497608
 00000xxxxxxxxx0078081783141501600000000201080000014240003030429
 00000xxxxxxxxx0078081783131803800000000201080000014240003030421
 00000xxxxxxxxx0078081783181504200000000201080000007420001578182
 00000xxxxxxxxx0078101781631102900000000201080000086390004611743
 00000xxxxxxxxx0078101782111204500000000201080000038210002039564
 00000xxxxxxxxx0078101782051206100000000201080000056370003009405

ATTACHMENT C

Incoming to Lockbox SID Payment Coupon Scan Line:

Deposit Acct #	Dist	Parcel	Filler	Date	Min-Due	Payoff	Chk Digit
00000xxxxxxxxx xx	007801	190172110 56	0000000	120108	00006453 1	00090204 0	3
15 digits	6 digits	11 digits	7 digits	6 digits	9 digits	9 digits	1 digit

Total number of characters is 64

Sample Data:

00000xxxxxxxxx0078101781771903900000000201080000028730001533391
 00000xxxxxxxxx0078101782021204500000000201080000093770005005112
 00000xxxxxxxxx0078101782111510000000000201080000043460002319423
 00000xxxxxxxxx0078081783141502400000000201080000014240003030424
 00000xxxxxxxxx0078101782071205700000000201080000056170002998405
 00000xxxxxxxxx0078101782021201600000000201080000093770005005116
 00000xxxxxxxxx0078101783051600100000000201080000242740012957047
 00000xxxxxxxxx0078101782121205300000000201080000046790002497608
 00000xxxxxxxxx0078081783141501600000000201080000014240003030429
 00000xxxxxxxxx0078081783131803800000000201080000014240003030421
 00000xxxxxxxxx0078081783181504200000000201080000007420001578182
 00000xxxxxxxxx0078101781631102900000000201080000086390004611743
 00000xxxxxxxxx0078101782111204500000000201080000038210002039564
 00000xxxxxxxxx0078101782051206100000000201080000056370003009405