

BATTERY PARK CITY AUTHORITY
AND
BATTERY PARK CITY PARKS CONSERVANCY CORPORATION

REQUEST FOR PROPOSALS
FOR
BANKING SERVICES

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I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from commercial banks (“Banks”) (each individually, a “Proposer” or collectively, the “Proposers”) to provide to BPCA and the Battery Park City Parks Conservancy Corporation (“BPCPC”, and with BPCA, the “Organization”), a full range of banking and cash management services (the “Banking Services”) for eight (8) of the Organization's bank accounts. The Banking Services, more fully described in Section III below, shall include, but not be limited to, services that: (1) are efficient and cost effective; (2) maximize use and return of funds while meeting the liquidity needs of the Organization; and (3) utilize state of the art MIS/EDP capabilities in order to ensure secure financial reporting, monitoring, reconciliation, transfer and deposit of funds.

This request for proposals, the attachments and any additional information submitted herewith, (collectively, the “RFP”) does not obligate the Organization to complete the selection and contract award process. The Organization reserves the right: 1) to accept or reject any and all Proposals; 2) to request additional information from any or all Proposers to assist the Organization in its evaluation process; 3) to amend or withdraw this RFP prior to the announcement of the selected firm; and 4) to award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

II. DESCRIPTION OF THE ORGANIZATION

BPCA is a public benefit corporation created in 1968 under the laws of the State of New York for the purpose of financing, developing, constructing, maintaining, and operating a planned community development of the Battery Park City site as a mixed commercial and residential community.

Under the Battery Park City Authority Act (the “Act”), BPCA has the following powers, among others: to borrow money and to issue negotiable bonds, notes or other obligations and to provide for the rights of the holders thereof; to acquire, lease, hold, mortgage and dispose of real property and personal property or any interest therein for its corporate purposes; to construct, improve, enlarge, operate and maintain Battery Park City; to make bylaws for the management and regulation of its affairs, and, subject to agreements with bondholders, for the regulation of Battery Park City; to make contracts and to execute all necessary or convenient instruments, including leases and subleases; to accept grants, loans and contributions from the United States, or the State of New York or the City of New York (the “City”), or any agency or instrumentality of any of them, or from any other source and to expend the proceeds for any corporate purpose; to fix, establish and collect rates, rentals, fees and other charges; and to do all things necessary or convenient to carry out the powers expressly granted by the Act. BPCA has no taxing power.

Since its inception, BPCA has caused the staged development of Battery Park City, in individual parcels, creating a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, open spaces, plazas, recreational areas and a waterfront esplanade. Most individual parcels of land in Battery Park City were developed into residential and commercial buildings by tenants (“Ground Lease Tenants”) under long-term ground leases with BPCA. The Ground Lease Tenants are responsible for the maintenance, insurance and defense and indemnification of BPCA with regard to those leased parcels.

One of BPCA’s key responsibilities under the Act is to operate, maintain and repair the parks and open spaces in and around Battery Park City’s residential and commercial areas. This function has been delegated by BPCA to BPCPC through a written Management Agreement. BPCPC carries out its mission by maintaining 36 acres of parks, playgrounds and open spaces, including a mile-long waterfront esplanade. BPCPC also develops programs and manages public events for the Battery Park City community. BPCA owns and has built out a commercial condominium unit in a residential building in Battery Park City, which serves as the BPCPC headquarters.

To obtain a copy of the Organization's most recently completed audited financial statements, please visit BPCA's official website at www.batteryparkcity.org. The audited financial statements and related reports found on BPCA's website will provide you with an overview of the operations for which BPCA is responsible and the areas of expertise in which the selected Proposer must be proficient. For an overview of BPCPC's operations, please visit its website at www.bpcparks.org.

III. SERVICES REQUIRED

A. The selected Proposer will be responsible for providing the following Scope of Work:

1. (a) Provide Banking Services to the Organization for each of the following accounts (each an "Account" and collectively, the "Accounts"):
 - For BPCA:
 - 1) Payroll Account
 - 2) Operating Account
 - 3) Pier A Funding Account
 - For BPCPC:
 - 1) Operating Account
 - 2) Payroll Account
 - 3) Programming Account
 - 4) Community Center Deposit Account
 - 5) Community Center Nextel Account
- (b) Banking Services for the Accounts shall include, but not be limited to services that: (1) are efficient and cost effective; (2) maximize use and return of funds while meeting liquidity needs of the Organization; and (3) utilize state of the art MIS/EDP capabilities which ensure secure financial reporting, monitoring, reconciliation, transfer and deposit of funds.
2. Collateralize deposits in amounts and type of security agreeable to the Organization.
3. Pledge certain securities as collateral for the Organization or provide a Surety Bond in accordance with Section 105 of NYS Finance Law.

B. All work to be performed by the selected Proposer shall be performed under the supervision of the Bank's president or vice president in charge of this engagement (the "Lead Person"), who must ensure that the work completed for the Organization is performed competently and in a timely manner.

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS

A. Key Dates

The following is a list of key dates, up to and including the date Proposals are due to be submitted, which is subject to change at the Organization's discretion:

- Request for Proposals issued: **Monday, March 10, 2014**
- Deadline to submit questions to the Organization: **Monday, March 17, 2014** by 4:00 p.m. (by email only)

All questions regarding this RFP should be submitted in writing via email to the “Designated Contact”: Linda Soriero, Financial Administrative Assistant - Finance Department, Battery Park City Authority, at linda.soriero@bpca.ny.gov

- Deadline for the Organization’s response to **all** substantive questions from Proposers: **Monday, March 24, 2014** (Answers will be provided in the form of an addenda, accessible via BPCA website, BPCPC website, NYS Contract Reporter website and by email.)
- **DUE DATE FOR RESPONSES TO RFP: Monday, March 31, 2014 by 3:00 p.m. (the “Due Date”)**
- Selection and notification of successful Proposer: To be determined.
- Contract start date: To be determined.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the “Contract”) will be for a period of three (3) years. The Organization reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. The Organization reserves the right to terminate the Contract at any time, without prior notice, if the Bank's president or vice president identified in the Proposal as the Lead Person for this engagement ceases to be employed by the selected Proposer.

C. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements for this RFP. **Proposals that fail to comply with these requirements will be rejected.**

- 1) The Proposer must be a New York State or Federally chartered commercial bank and must have a branch in New York City; and
- 2) The ability to perform all services described in Section III “Services Required” of this RFP.

V. GENERAL REQUIREMENTS

A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals

Please see **Exhibit B** (attached) for contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs and equal employment opportunities for minority group members and women.

For questions relating to MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact “MBE/WBE Designated Contact” Mr. Anthony Peterson at 212.417.2337.

B. Restricted Period

Applicants are restricted from making contact with anyone other than the Designated Contact or MBE/WBE Designated Contact specified above during the period from the date of publication of the notice of this RFP in the New York State Contract Reporter through approval of the Contract by the Organization (the “Restricted Period”). Employees of the Organization are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the Organization’s conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding that the firm is a non-responsive Proposer.

C. Submission of Proposals

Proposals are due no later than 3:00 p.m. on Monday, March 31, 2014

Proposers must submit ten (10) paper copies of their Proposals and one (1) electronic CD-Rom copy in a sealed package clearly marked “**Proposal Enclosed - Banking Services**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

Linda Soriero
Battery Park City Authority
One World Financial Center, 24th Floor
New York, NY 10281

The Organization is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated Due Date. To be considered, Proposals must arrive at the time and place specified herein and be time stamped by BPCA’s time stamp prior to the Due Date. Please leave ample time for building security, as late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended Proposal, clearly labeled “**Amended Proposal Enclosed - Banking Services,**” as long as the amended Proposal is submitted by the Due Date.

Public access to Proposals shall be governed by the relevant provisions of the Freedom of Information Law, Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

D. Mandatory Forms

Proposers must complete and include with their Proposal all “Mandatory Forms,” which can be found at the following URL address: http://www.batteryparkcity.org/pdf_n/Mandatory_Forms_Packet.pdf, by the Due Date.

These Mandatory Forms include the following:

1) NYS Standard Vendor Responsibility Questionnaire – **Submit with the Cost Proposal (as described below), one (1) original unbound set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the bound copies of the Cost Proposal.** The NYS Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.

2) State Finance Law § 139 Form 1 – **one original unbound completed SFL 139 Form 1: Professional’s Certifications Pursuant to SFL § 139-j and § 139-k with original signature.** State Finance Law § 139 Forms 1 must be signed by the individual(s) authorized to bind the firm contractually.

3) W-9 form.

4) Statement of Non-Collusion.

5) Diversity Forms.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must be printed on 8½" x 11" paper. Pages should be numbered. The Proposal will be evaluated on the basis of its content, not length and should be limited to no more than ten (10) pages, exclusive of the Transmittal Letter and the Appendices listed below. The Organization reserves the right to disqualify Proposals that fail to comply with any of these instructions.

B. Proposal Content

A Proposal in response to this RFP must include the following sections in the order listed:

- 1) Transmittal Letter, as follows:

The Proposal must include a signed Transmittal Letter from a person within the Proposer who is authorized to bind it, preferably the Lead Person. **Transmittal Letters must be signed. Proposals with unsigned Transmittal Letters will be rejected.**

The Transmittal Letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.

- 2) Executive Summary.
- 3) Proposer's discussion of its understanding of the Services Required (see Section III).
- 4) Proposer's Responses to the RFP Questions and RFP Additional Information Request, set forth below.
- 5) Cost Proposal, as described below.
- 6) Proposer's response to the question regarding the use of New York State businesses set forth in Section X of the RFP.

C. RFP Questions

- 1) Provide a brief description of Proposer's background, size, and history as it may be relevant to the Services Required. Please indicate the branch or branches which will provide the Services Required.
- 2) Describe the relevant special services your Bank provides, particularly those that may not be offered by other Banks.
- 3) Please provide the Bank's staffing plan for development, implementation (testing and conversion), training, and continuous support of Banking Services. The Bank's response should include, but not be limited to the following types of information:
 - a) An organizational outline or chart.
 - b) The names, titles, resumes and/or summary of qualifications, telephone numbers, e-mail address, and locations of the Bank manager/staff responsible for each aspect of Bank Services identified in Section III. Provide telephone contacts and numbers for each of the operational areas involved.
 - c) A description of any activities in which the Bank is engaged which may constitute a conflict of interest with either BPCA or BPCPC.
 - d) The Bank must agree that the services hereunder shall be performed by individuals that are fully capable of performing this assignment. If an individual named in the response to this RFP becomes unavailable, the Bank shall substitute a person of at least equal skill and experience who shall fulfill the same requirements as the person replaced. The Organization reserves the right to reject any such substitute individual.

- 4) Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.
- 5) Describe your "backup plan" in the event one or more of the key employees assigned to this engagement leave the Bank.
- 6) Describe the on-line services, publications, training/seminars and other resources maintained by your Bank that would be available to the Organization.
- 7) Provide a proposed schedule for testing and conversion, subject to the Organization's approval. The schedule should address all the requirements included in this proposal, allow for user testing, and in addition, it should detail the following:

- a) A timetable of actions required on the part of the Organization and the Bank.
- b) What dedicated resources, procedures and controls the Bank will provide or recommend in the conversion period to ensure that the conversion is completely successful.

- 8) Please describe the service, and where applicable, the procedures and methods which will be used to provide the Banking Services to the Organization. The Proposal must include the following information:

- a) A clear description of how the Bank will provide the Banking Services outlined in Section III. It is optional for the Bank to offer new technologies or recommend improvements to the Organization's current procedures.
- b) Details regarding:

Depository Services

- Does your Bank have a branch located in or within the vicinity of Battery Park City?
- If no, how would your Bank suggest the Organization make deposits into the Accounts?
- What availability will your Bank give the Organization on check deposits?
- The Organization will use deposits as part of its daily cash position for investment on the same day it is deposited. Please explain how your bank would need to be notified so that the Organization receives credit for this deposit on the same day.
- Can your Bank provide electronic reporting of deposit detail activity? Is this available daily, weekly or monthly? At what time of day is it available? In what format can this information be downloaded?
- Please describe how the Organization will receive debit advisories for dishonored checks. Please provide a sample.

Check Imaging

- What is your Bank's current method of providing image services to customers?
- Due to the large volume of checks issued, please describe your Bank's recommendation on the best storage mechanism for the Organization to use.
- The Organization does not want to be responsible for storing check images. Explain how the Organization would retrieve copies of check images anywhere.
- How long will it take for your Bank to provide an imaged check to the Organization electronically?
- Please affirm that your Bank, on an emergency basis, can provide to the

Organization same day imaging.

Stop Payments

- How will reports on stop payments be available and when?
- How will stop payment releases be reported? Will the Bank be able to issue and release a stop payment on the same day?
- How will verification of release be reported?
- If this service is available online, please briefly describe the service?
- Is it possible to indicate on the stop payment screen that a replacement check has been requested?
- Please affirm that original checks will be stored for eighteen (18) months.

On-line Access and Reporting

- Please describe how the Bank will provide standard monthly, daily and annual reports to the Organization. Be as specific as possible, i.e., report access, how frequently the report will be available, type of report, etc.
- Please provide samples of the above reports as an appendix to your Proposal.
- In the event of system failure during which the Organization cannot access online reports, describe how reports will be made available to the Organization.
- Provide the length of time that reports will be available online.

9) What is the Bank's Late Financial Rating?

10) Please state the Bank's current policy and enclose your standard agreement regarding the pledge to secure deposits of the Organization funds, in addition to FDIC's coverage.

11) Within the past three years, have there been any significant developments in your Bank such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.

12) How does your Bank identify and manage conflicts of interest?

13) Has your Bank or any of the Bank's partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts.

14) Within the last five years, has your Bank, or a partner or employee in your Bank, been involved in litigation or other legal proceedings relating to the provision of Banking Services? If so, please provide an explanation and the current status or disposition of the matter.

15) List any professional or personal relationships your Bank's proposed team on this account may have with the Organization's Board and/or staff members of the Organization.

16) Describe any litigation that the Bank is currently involved in which may affect the financial integrity of the Bank or its capacity to provide the Banking Services. If none, indicate that there are none.

17) Provide a copy of your Bank's latest financial rating and disclose if your bank is on any Federal "watch list".

18) In the past five years, have any public sector clients terminated their working relationship with your Bank? If so, please provide a brief statement of the reasons. Provide the name of the client and each such client's in-house counsel's name, address and telephone number.

19) Please provide any additional information which would serve to distinguish your Bank from other Banks and that you believe may be relevant to this RFP and your capability to perform the Required Services.

D. RFP Additional Information Request

1) Insurance:

Do you impose any limitations on liability through your contracts?

- a. Describe the levels of coverage for any insurance your Bank carries. List the insurance carrier(s) or provide an insurance certificate showing your Bank's coverage in accordance with the following:
- Commercial General Liability Insurance limits shall not be less than **\$1,000,000** per each occurrence and **\$2,000,000** in the aggregate, with Products/Completed Operations limits of not less than **\$1,000,000**;
 - Umbrella Liability limits shall not be less than **\$1,000,000**;
 - Automobile liability (Combined Single Injury, Bodily Injury and Property Damage) limits shall not be less than **\$1,000,000**;
 - Workman's Compensation shall not be less than statutory limits;
 - Employers Liability shall not be less than **\$1,000,000**;
 - Disability Insurance as required by applicable provisions of law; and
 - Fidelity (Crime) Coverage shall not be less than **\$250,000**.

The costs of the insurance shall be included in the Proposal. BPCA, BPCPC and the State of New York shall be listed as Additional Insured on CG 2010 (11/85) or similar form and should be included as such on all subcontracts. Policies should contain no limitations/exclusions for Labor Law claims.

2) Appendices:

- a. Include professional biographies for all professionals listed in your Proposal.
b. Attach a sample contract or retainer agreement your Bank uses for the provision of services to governmental clients.

3) References:

Please provide at least three client (3) references for whom your Bank has performed similar work to that requested in this RFP. For each client, please provide the name, address and telephone number for the client's CFO/Controller.

4) Financial Statements:

Please provide a copy of your Bank's most recent audited financial statements.

E. Cost Proposal

Each Proposer must submit two Cost Proposal sheets (as described below) detailing the cost of the Required Services should the Organization elect to pay by direct fee or compensating balance.

The method of compensation selected shall be that which is expected to provide the lowest cost of Services Required, as determined solely by the Organization. The Organization reserves the right to change the method of compensation at any time during the Contract term upon thirty days' prior written notice to the Bank. The Organization agrees not to change the method of compensation at a frequency greater than once annually, except under extraordinary circumstances, as determined by the Organization. Compensation for Banking Services will be based on the following:

Payment by Direct Fee:

If the Organization elects to pay by direct fee, the Organization may choose to either offset the fee payment with Earnings Credits (as hereinafter defined) or request direct reimbursement from the Bank. Please confirm Earnings Credits are to be calculated using the following formula:

$$\text{Earnings Credits} = (\text{average available account balance}) \times (1 - \text{RR}) \times (\text{ECR}) \times \text{Time}$$

Where:

RR = Federal Reserve Bank Reserve Requirement percentage

ECR = Earnings Credits Rate (as further defined below)

Time = number of days in period/365

(The ECR is the monthly average investment yield on the three-month Treasury Bill, as determined at the weekly auction and published in the New York Times.)

Payment for services shall be by direct fee billed by the bank to the the Organization and will be paid in accordance with the voucher and audit procedures established by the Organization. (Average daily balances range from approximately \$1 million - \$1.5 million.)

Payment by Compensating Balance:

If the Organization elects to pay by compensating balance, the value of the compensating balance shall be calculated using the same formula as shown above under “Payment by Direct Fee”. If payment is made via compensating balance, the Bank must provide a monthly bank account analysis electronically to the Organization. This analysis must include the monthly volume and total costs associated with the Accounts.

Schedules of Fees and Expenses:

1. The Bank must prepare and attach to each Cost Proposal a “Schedule of Fees and Expenses” detailing the cost of the services for payment by Direct Fee and by Compensating Balance. The prices quoted will be in effect for the entire term of the Contract.
2. Please confirm accuracy of the formula for Earnings Credits and ECR, or specifically state any differences. In addition, confirm whether the average available account balances would be collateralized by the Bank or otherwise secured.
3. The volume of activity for a month shown in Exhibit A will be used only to compare proposed prices by Banks responding to this RFP. The volume pattern changes have been made based on anticipated changes in our processes and are made solely on assumptions. Payments will be based on the actual monthly volumes and the Bank will be reimbursed monthly for these services based on items processed for the preceding month.
4. Prices quoted in the Proposal must not include any FDIC fees. the Organization may elect to pay for FDIC fees as an add-on to the Contract or include the fees in the overall existing relationship with the Bank and pay for them by compensating balance.
5. All costs associated with the requirements of this RFP must be incorporated into your Proposal. No other add on costs are permitted.

In addition, using the Bank's “Schedule of Fees and Expenses”, please provide a detailed schedule of the cost of services for a typical month of activities provided in Exhibit A.

VII. THE EVALUATION PROCESS

A. Objectives

The primary objective of the evaluation process is to select a Proposer that:

- Demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities which it entails;
- Possesses adequate resources to handle assigned responsibilities and to handle unforeseen circumstances that may arise;
- Assigns highly skilled, experienced, diligent, responsible and professional personnel to perform the Services Required;
- Maintains high ethical standards and has an unblemished reputation; and
- Has no conflict of interest between its representation of the Organization and that of other clients.

The selection process will begin with the review and evaluation of each of the written Proposals. The purpose of this evaluation process is twofold: (1) to examine the responses for compliance with this RFP and (2) to identify the complying Proposers that have the highest probability of satisfactorily performing the Services Required at a reasonable cost to the Organization. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of the Organization's employees selected by the Organization (the "Committee"). **The Committee will evaluate the Proposals based upon the evaluation criteria for selection set forth below.**

The Organization reserves the right to reject and return unopened to the Proposer any Proposal received after the RFP Due Date. All timely submitted Proposals will be reviewed to determine if they contain all required submittals specified herein. Incomplete Proposals may be rejected.

B. Interviews

The Organization reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of the interview is to further document a Proposer's ability to provide the Services Required, and to impart to the Committee an understanding of how specific services will be furnished. The proposed Lead Person, as well all other key personnel proposed to provide the services must be present and participate in the interview. Each Proposer will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

- 1) Cost: **30%**
- 2) Strength, clarity, and effectiveness of Bank's Proposal, presentation, and interview, if required. Evaluation of Proposer's analysis of and recommendations concerning the Organization's overall banking requirements and needs, as well as the overall quality, detail, and clarity of the Proposal: **35%**
- 3) Analysis of Proposer's commitment to the Organization's banking requirements including the number, experience and ability of the personnel proposed to represent the Organization and the availability of the Proposer's personnel and resources: **25%**
- 4) Evaluation of experience with other New York State and City agencies, authorities, or other public sector entities, with references from such: **10%**

D. Basis for Contract Award

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of the Organization, subject to a determination that the Cost Proposal is fair and reasonable.

VIII. NON-COLLUSION

By submitting a Proposal, Proposers hereby warrant and represent that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of the Organization.

IX. IRAN DISINVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, Proposers hereby certify that they are not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certify that they will not utilize any subconsultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York

State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of this contract? ☐ Yes ☐ No

If yes, identify New York State businesses that will be used and attach identifying information.

EXHIBIT A
Average Monthly Banking Activity

AFP Code	Service Description	R/T	Volume Range	Number of Units
<u>Balance Related Services</u>				
000230	DEP INSURANCE - BANK ASSESSMENT		1+	2,432
<u>Depository Services</u>				
010000	ACCOUNT MAINTENANCE		1+	8
010020	ZBA MASTER ACCOUNT MAINT		1+	1
010021	ZBA SUBSIDIARY ACCOUNT MAINT		1+	3
010100	DEBITS POSTED ELECTRONIC		1+	26
010101	CREDITS POSTED ELECTRONIC		1+	28
010112	ZBA PER TRANSACTION		1+	27
010310	PAPER DEPOSIT STATEMENT MAILED		1+	8
100000	BANKING CENTER DEPOSIT		1+	51
10022Z	CKS DEP UN-ENCODED ITEMS		1+	35
150102	GENERAL CHECKS PAID TRUNCATED		1+	186
150410	STOP PAY AUTOMATED<=12 MONTHS		1+	1
350120	DIRECT ACCOUNT TRANSFER		1+	1
350120	DIRECT ACCOUNT TRANSFER		1+	3
<u>Commercial Deps-Cash Vault</u>				
10001Z	CURR/COIN DEP/\$100-BKG CTR		1+	48
<u>General ACH Services</u>				
250000	ACH MONTHLY MAINTENANCE		1+	1
250101	ACH CORPORATE OFF US CREDITS	R	1-1000	32
250101	ACH CORPORATE OFF US CREDITS	R	1001-5000	0
250101	ACH CORPORATE OFF US CREDITS	R	5001-10000	0
250101	ACH CORPORATE OFF US CREDITS	R	10001+	0
250101	ACH CORPORATE ON US CREDITS	R	1-1000	7
250101	ACH CORPORATE ON US CREDITS	R	1001-5000	0
250101	ACH CORPORATE ON US CREDITS	R	5001-10000	0
250101	ACH CORPORATE ON US CREDITS	R	10001+	0
250150	ACH BLOCKS AUTH INSTRUCTIONS	R	1-10	0
250150	ACH BLOCKS AUTH INSTRUCTIONS	R	11+	29
250200	ACH DEBIT RECEIVED ITEM		1+	29
250201	ACH CREDIT RECEIVED ITEM		1+	24
250504	ACH INPUT-ECHANNEL		1+	6
251050	ACH BLOCKS AUTH MAINTENANCE		1+	5
259999	ACH OPTIONAL RPTS-ELECTRONIC		1+	80
<u>Wire Transfer Services</u>				
350000	CPO GP MTHLY MAINT BASIC		1+	1
350103	ELEC WIRE OUT-DOMESTIC		1+	11
350300	INCOMING DOMESTIC WIRE		1+	2
350409	CPO WIRE PAYEE ADVISING		1+	3
350599	CPO GP CUST MNT TEMP STORAGE		1+	19
<u>Information Services</u>				
400052	CPO PREM PDR ACCOUNT		1+	8
400055	CPO PREM CDR ACCOUNT		1+	8
400272	CPO PREM PDR ITM STORED 12 MTH		1+	1,772
400275	CPO PREM CDR ITEM		1+	1,370
400299	CPO ONLINE SUBSCRIPTION		1+	1
400299	CPO PREM IR MAINTENANCE		1+	1
400340	CPO PREM PER IMAGE ACCESS	T	1-10	2
400340	CPO PREM PER IMAGE ACCESS	T	11+	0
400340	CPO PREM RESEARCH ITEM	T	1-100	0
400340	CPO PREM RESEARCH ITEM	T	101+	362
<u>Image Services</u>				
151351	IMAGE RETRIEVAL		1+	7
151399	IMAGE ARCHIVE-7 YEARS		1+	207
151399	IMAGE MAINTENANCE CPO	T	1-1	0
151399	IMAGE MAINTENANCE CPO	T	2+	5
<u>Miscellaneous Services</u>				
150500	NONRELATIONSHIP CUST CK CASHED		1+	1

EXHIBIT B

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MBE/WBEs and the employment of minority group members and women in the performance of BPCA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that BPCA establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MBE/WBEs

For purposes of this solicitation, BPCA hereby establishes an overall goal of N/A% for MBE/WBE participation, N/A % for MBE participation and N/A % for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBE/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBE/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how BPCA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and BPCA may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MBE/WBEs had the Contractor achieved the contractual MBE/WBE goals; and (2) all sums actually paid to MBEs/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or Proposal, a Proposer agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Proposers are required to submit a Utilization Plan with their bid or Proposal. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.
- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA’s acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency

within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.

D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:

- 1) If a Proposer fails to submit a Utilization Plan;
- 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
- 3) If a Proposer fails to submit a request for waiver; or
- 4) If BPCA determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE/WBE identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MBE/WBE Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the MBE/WBE goals of the Contract.

Equal Employment Opportunity Requirements

The Contractor is required to ensure that it shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the Organization a workforce utilization report identifying the workforce actually utilized on the Contract, if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as are allowed by the Contract.

For questions on MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.