Sponsored by Fisk

First Reading ________________________ Second Reading ________________________

COUNCIL BILL ____ 2018-257 ______ SPECIAL ORDINANCE _____________

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, on behalf of the City of Springfield, to enter into an agreement with Central Bank of the Ozarks for depository services, merchant card services, and safe keeping services, and to enter into an agreement with US Bank for the City’s purchasing card program.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The City Manager, or his designee, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an agreement with Central Bank of the Ozarks for depository services, merchant card services, and safe keeping services, said agreement to reflect the terms of the Request for Proposal attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – The City Manager, or his designee, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an agreement with US Bank for purchasing card services, said agreement to reflect the terms of the Request for Proposal attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: ____________________________

______________________________ Mayor

Attest: ________________________________, City Clerk

Filed as Ordinance: ____________________________
Approved as to form: [Signature], Assistant City Attorney

Approved for Council action: [Signature], City Manager
EXPLANATION TO COUNCIL BILL 2018-257

FILED: 10-16-18

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into an agreement with Central Bank of the Ozarks for depository services, merchant card services, and safe keeping services, and to enter into an agreement with the US Bank for the City’s purchasing card program.

BACKGROUND INFORMATION: The City of Springfield bids banking services and related programs every four to five years. Proposals were received from five banks with two additional firms submitting purchasing card proposals. A committee of five staff members evaluated the proposals considering the vendor’s experience, ability to meet the City’s needs, costs of services and financial stability.

REMARKS: In the evaluation of proposals, the committee carefully considered with equal weight (30% per category) each bank’s ability to meet the needs of the City, the experience and expertise of each bank, and total price including interest earnings on City funds. The final criteria representing 10% of the score related to the bank’s financial stability. The pricing tabulation for the banking services is attached as “Exhibit B.”

Based on the scores of the committee for the criteria noted above, the following recommendations are made for City Council approval:

1. Central Bank of the Ozarks be awarded the contract for depository services, merchant card services and safekeeping services.
2. US Bank be awarded the contract for purchasing cards.

The Request for Proposal, which includes the contract terms, is attached as “Exhibit A.”

Submitted by: 

David Holtmann, Director of Finance

Approved by: 

Jason Gage, City Manager
CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
REQUEST FOR PROPOSAL #108-2018

BANKING SERVICES

RFP Due Date: 3:00 P.M., MONDAY, APRIL 2, 2018

Location: Division of Purchases, 218 E. Central, Springfield, MO 65802

Buyer: Kara Daniel Email: kdaniel@springfieldmo.gov
Phone: 417-864-1621 Fax: 417-864-1927

Proposals will be received by the Division of Purchases at the specified location until the time and date cited above. Only Proposals received by the specified due date and time will be accepted.

Proposals must be submitted in a sealed envelope with the Request for Proposal number, the Offeror’s name, and address clearly indicated on the envelope. All Proposals must be completed in ink or typed and submitted by the time and date above. Failure to do so may result in your Proposal being may be rejected as non-responsive.

Offerors are strongly encouraged to carefully read this entire Request for Proposal.

FEBRUARY 21, 2018
Issue Date
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CITY OF SPRINGFIELD, MISSOURI
STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS:
   A. Offerors are expected to examine the scope of services, delivery schedule, requirements, and all instructions of the Request for Proposal. Failure to do so will be at Offeror's own risk. In case of a mistake in extension, the unit price(s) will govern.
   B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Offeror may propose any brand which meets or exceeds the specification for any item. If Proposals are based on equivalent products, indicate on the Proposal the manufacturer's name and model number. The Offeror shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the Proposal forms.
   C. All supplies and equipment offered in the Proposal must be new and of current production unless this Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.
   D. For supplies and equipment offered, firm fixed prices shall be submitted in the Proposal and shall include all packing, handling and shipping charges.
   E. Unless otherwise indicated, prices quoted shall be firm for acceptance for one hundred twenty (120) calendar days from Proposal opening and for the specified contract period.
   F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

2. SUBMISSION OF PROPOSALS:
   A. A Proposal submitted by an Offeror must (1) be manually signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; with one (1) original and the specified number of copies of the Proposal; (5) include a security deposit if one is required; and (6) be delivered to the Division of Purchases and officially time stamped no later than the exact time and date specified in this Request For Proposal.
   B. The sealed envelope or container containing a Proposal should be clearly marked on the outside with (1) the official Request for Proposal number and (2) Offeror’s name and address.
   C. Do not submit Proposals in response to other solicitations in the same sealed envelope. If more than one Proposal is submitted in the same container, your Proposal may be rejected as non-responsive.

3. LEGAL NAME AND SIGNATURE: Proposals shall clearly indicate the legal name, address, and telephone number, fax, and email address of the Offeror (company, firm, corporation, partnership, or individual). Proposals must be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.

4. MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:
   A. Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Offeror or their authorized representative provided proper identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.
   B. Corrections: No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.
   C. After the official due date and time, no Proposal may be modified.

5. CLARIFICATION AND ADDENDA: Each Offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Division of Purchases in writing. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each Offeror, prior to submitting their Proposal, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Proposal at: http://www.springfieldmo.gov/bids.aspx

6. RESPONSIVE AND RESPONSIBLE OFFEROR: To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

7. RESERVED RIGHTS: The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror’s responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

8. THE RIGHT TO AUDIT: The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror’s records pertaining to the work/product for a period of three (3) years after final payment.

9. RIGHT TO PROTEST: Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after the award information is posted publicly on the City’s website.
10. ETHICAL STANDARDS: With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals. A copy of the City’s General Ethical Standards is available at the Division of Purchases.

11. COLLUSION: By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:
   A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.
   B. Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.
   C. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
   D. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.
   E. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

12. CONTRACT FORMS: Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be in forms either supplied by or approved by the City.

13. LIABILITY AND INDEMNITY
   A. In no event shall the City be liable to the Offeror for special, indirect, or consequential damages, except those caused by the City’s gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
   B. The Offeror shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Offeror hereby assuming full responsibility for relations with sub-contractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Offeror.
   C. The Offeror shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys’ fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

14. RFP FORMS: Unless otherwise specified, Offerors must use the Request for Proposal Bid Form furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City’s requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Taking exception to the specifications and/or terms and conditions MAY render the Offeror’s proposal non-responsive and may remove it from consideration for award (depending on the Offeror’s noted exceptions). All exceptions will be reviewed on a case by case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City’s terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your bid is accepted.

15. PAYMENT TERMS: Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

16. QUALITY GUARANTY: If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Offeror represents to the City, the Offeror shall pick up the product from the City at no expense. Also, the Offeror shall refund to the City any money which has been paid for same. The Offeror will be responsible for attorney fees in the event the Offeror defaults and court action is required.

17. QUALITY TERMS: The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

18. REGULATIONS: It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

19. PROPOSAL OPENING: A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Offerors that submitted Proposals will be read aloud. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror’s may request a debriefing and Proposal files may be examined during normal working hours by appointment.

20. AWARDS:
   A. Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
   B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
   C. Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
D. Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Offeror and the City, and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

21. **BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

22. **ORDER OF PREFERENCE:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

23. **AFFIDAVIT FOR SERVICE CONTRACTS:** The Offeror represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.

24. **OPEN COMPETITION:** It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror’s responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

25. **ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES:** The Offeror by submitting a proposal authorizes other public agencies to “Piggy-Back” or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.
A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. QUANTITIES: The City of Springfield assumes no obligations for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the City’s rejection and returned at the Offeror’s expense.

C. DELIVERY: Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Offeror liable for any re-procurement costs.

D. SHIPMENT: Deliveries shall be FOB: Destination to the City of Springfield unless otherwise specified.

E. INVOICES: An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.

F. INSPECTION AND ACCEPTANCE: No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Offeror herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Offeror’s expense for full credit or replacement. Such right to return offer to the City arising from the City’s receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. WARRANTY: Offeror expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City’s acceptance of said material or goods or by payment for them.

H. PATENTS: Offeror guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Offeror covenants that it will, at its own expense, defend every suit which may be brought against the City, or those selling or using City’s product for any alleged infringement of any patent by reason of the sale or use of such articles and Offeror agrees to pay all costs, damages and profits recoverable in any such suit.

I. BANKRUPTCY OR INSOLVENCY: In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Offeror, or in the event of breach of any of the terms hereof including the warranties of the Offeror, City may cancel this contract or affirm the contract and hold Offeror responsible in damages.

J. COMPLIANCE WITH APPLICABLE LAWS: The Offeror warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual.

K. INTERPRETATION OF CONTRACT AND ASSIGNMENTS: The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Offeror without City’s written consent or any attempted assignment without such consent shall be void.

L. TERMINATION OF CONTRACT: The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Offeror or by any of its Sub-contractors, in the sole judgment and discretion of the City. In the event of such termination, the Offeror shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Offeror will be liable for excess costs occasioned thereby.

M. NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performances or work under this contract, the Offeror agrees to comply with the Fair Labor Standard Act, Fair Employment Practices law, the Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. PROVISIONS BY LAW DEEMED INSERTED: Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

O. PERFORMANCE BONDS: If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashier’s check. No personal or company-check is acceptable.

P. ASSIGNMENT: The Offeror shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Offeror from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
1.1 **PURPOSE:** The City of Springfield, Missouri ("the City") is seeking proposals from financial institutions to provide depository and other banking services. The City intends to enter a contractual agreement with the selected institution for a one-year contract with four (4) one-year renewals. This agreement shall not extend beyond June 30, 2023.

This request for proposal is divided into four parts: Banking Services, Merchant Card Services, Purchasing Card Services and Safekeeping Services. An Offeror may bid on all or any combinations of services. The intent of this RFP is to provide a standard format to enable the City to evaluate the services. Please provide a complete response to all questions in the same order as presented in the RFP.

1.2 **BACKGROUND:** The City of Springfield is currently using US Bank for banking, merchant card, and safekeeping services and Bank of America for purchasing card services. Each bank has been on contract since 2014. The contracts with US Bank and Bank of America have no one-year renewals remaining which is why we are asking for proposals at this time.

The City’s annual financial report for the year ended June 30, 2017 is located at the following link: [https://www.springfieldmo.gov/DocumentCenter/View/34581](https://www.springfieldmo.gov/DocumentCenter/View/34581)

The City’s annual operating budget for fiscal year 2017-2018 is located at the following link: [https://www.springfieldmo.gov/DocumentCenter/View/31022](https://www.springfieldmo.gov/DocumentCenter/View/31022)

1.3 **REQUIREMENTS:**

1.3.1 It is the intent and purpose of the City that this RFP provide a fair and equal opportunity for each proposer to submit competitive proposals. It is the proposer’s responsibility to advise the City prior to the deadline for questions of any language or requirement in this RFP, which unreasonably limits the ability of the offeror to respond.

1.3.2 Services provided cannot be subcontracted out to vendors.

1.3.3 In accordance with chapter 610 of the Revised Statutes of the State of Missouri, all firms submitting proposals should be aware that the request for proposal and the responses are considered public information. Each bank submitting a proposal is requested to identify specifically any information contained in their proposal they consider confidential or proprietary that they believe is exempt from disclosure, specifically citing the applicable exempting law.

1.3.4 The proposer shall furnish such additional information as the City of Springfield shall reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain services.
1.3.5 The standard proposal form includes an estimate of the number of annual transactions. This number represents the City’s best estimate of the average volume and the City in no way guarantees these as minimum or maximum volumes.

1.3.6 To ensure fair consideration for all proposals, the City prohibits communication with any department, City employee, or City official during the submission or evaluation process. The appropriate City official or employee shall initiate any communication between the City and a proposer in order to obtain information or clarification needed to perform an accurate evaluation of the proposal. Communication initiated by the proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or award of future City contracts.

1.4 SCHEDULE: The following is the schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interest:

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<th>Event</th>
<th>Date</th>
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<td>Publish Request for Proposal</td>
<td>FEBRUARY 21, 2018</td>
</tr>
<tr>
<td>Final Questions Due from Offerors</td>
<td>MARCH 5, 2018</td>
</tr>
<tr>
<td>City’s Response to Questions</td>
<td>MARCH 12, 2018</td>
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<tr>
<td>Proposals Due</td>
<td>APRIL 2, 2018</td>
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1.4.1 Following the notification of the successful Offeror, it is expected a contract will be executed between both parties as soon as possible.
2.1 Collateralization of Account Balances

All City funds on deposit must be collateralized at all times. The City requires the service provider to pledge to the City of Springfield government securities equaling 103% of total deposits in excess of the current FDIC limits. The types of securities that may be pledged are listed on Exhibit A. It is anticipated the maximum amount of securities to be pledged would not exceed $40 million. The service provider is required to provide the City a monthly report of collateral pledged and the market value within five (5) days of the end of each month.

2.2 The City of Springfield uses Oracle R12 enterprise resource planning system.

2.3 Account Maintenance

2.3.1 All deposits of the City shall be placed in an interest-bearing account or one that uses a nightly repurchase sweep feature. The interest rate calculation method for this account should be explained. The City maintains the following accounts listed below.

- **General Disbursement Account** – Most receipts are deposited into this account. Accounts payable checks and disbursements, other than payroll, are cleared through this account. This account maintains an average balance of $25 million. The City requires positive pay on this account matching both the check number and the dollar amount for the accounts payable account. Please indicate in your proposal the method of notifying the City of items that are rejected and the cutoff time for the City to provide payment instructions to the bank.

- **Payroll Account** – City employees are paid from this account every two weeks. All payroll related ACH transactions and checks are cleared through this account. This is a zero-balance account with automatic transfers made daily from the general disbursement account for amounts sufficient to cover the disbursements. The City requires positive pay on this account matching the check number, payee, and the dollar amount for the payroll account. Please indicate in your proposal the method of notifying the City of items that are rejected and the cutoff time for the City to provide payment instructions to the bank.

- **Health Insurance Account** – The third-party administrator of the City’s Health Insurance fund uses this account to disburse funds for payment of claims.

- **Police Section Accounts (3)** – These accounts are used to disburse funds for the various sections of the Police Department.
**Workers Compensation Insurance Account** - The third-party administrator of the City’s Workers Compensation Insurance Fund uses this account. Funds are disbursed from this account to pay claims.

**Workforce Development** – This is a zero-balance account with transfers made from the general disbursements account. These disbursements are primarily used to cover the cost of bankcards that are given to participants to cover expenses such as transportation and other job search expenses.

**Airport Account** – This account is used by the Springfield-Branson National Airport as a depository of funds from bankcard activity and daily deposits. ACH and wire transfers also clear through this account. This is a zero-balance account with automatic transfers made daily from the general disbursement account for amounts sufficient to cover the disbursements.

**Municipal Court Bond Fund** – Cash bonds held by Municipal Court are deposited and refunded from this checking account. This account maintains an approximate balance of $40,000.

**HUD Accounts (3)** – Three accounts used by for the collection and disbursement of loan programs administered by the Planning Department.

**Police Officers & Fire Fighters Retirement Fund** – Funds are distributed from the Pension Plan through this account to pay the administrator’s salary.

**Bank Card Account** – The City maintains a bankcard account for bankcard transactions. This is a zero-balance account with automatic transfers made daily from the general disbursement account for amounts sufficient to cover the disbursements.

2.3.2 The City requires all transactions be available on the online banking website within 24 hours.

2.3.3 The City also requires a CD-ROM of all cancelled checks with front and back images as well as deposit slips and any other adjustments for all bank accounts.

2.4 Deposits

The City collects cash, coin and checks at several locations. Deposits are made periodically throughout the day, after hours and on weekends. Cash deposits total approximately 10,600 deposits per year representing approximately $7,500,000.

2.4.1 The bank must provide disposable tamper proof bags for each after-hours depository. Deposit slips are coded by location to assist with reconciliation.

2.4.2 Briefly describe the controls in place at your vault operations to ensure accurate and
timely counting of coins and currency. How are disputes handled?

2.4.3 Provide a map of Springfield showing the location of branch offices. Indicate which branches have a night depository. Indicate the location of the vault operations.

2.4.4 Provide a deposit availability schedule.

2.4.5 All checks must be presented two times before a check is returned. The City deposits approximately 14,000 paper checks per year and approximately 34,000 electronic checks. Approximately 260 checks per year are presented twice and 100 are returned NSF per year.

2.5 Check Clearing

The City issues an average of 1,800 checks per month.

2.5.1 Describe the stop payment and voided check procedures. How long are stop payments effective? Are they automatically extended?

2.5.2 Describe the City’s liability exposure for fraudulent checks.

2.6 Online Banking Services

The City requires the successful vendor to provide online banking services and software and provide a description of the bank’s software products and services. The software should be Internet based and include security measures to ensure protection of the City’s information. At a minimum, the City requires the following online banking services.

2.6.1 Current day’s balance and activity

2.6.2 Daily balance reporting (ledger, available, collected) available by 8:00 a.m. the following business day

2.6.3 Detailed debit and credit postings

2.6.4 Initiation of internal account to account transfers

2.6.5 Initiation of wire transfers

2.6.6 Initiation of ACH debit and credit transactions

2.6.7 Placement of stop payment orders

2.6.8 Multi-level security for various City staff (e.g. inquiry only vs. full system administrator rights)
2.6.9 Fees associated with online banking services should be listed on the pricing page.

2.6.10 Customized reports if any

2.6.11 Describe security features such as multi-factor identification

2.7 Wire Transfers

2.7.1 The City prefers the ability to execute wire transfers either by phone or by Internet connection at the option of the City. Currently the City originates approximately 25 wire transfers per month and receives approximately 10 per month.

2.7.2 The bank must execute all wire transfers within one hour after notification by the City. Wire transfers ordered but not received by the destination party by 5:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest or charges resulting from a “fail to consummate an investment transaction”.

2.7.3 State your cutoff times for same day credit/debit of outgoing/incoming wire transfers.

2.7.4 Detail the data requirements, transmission protocol, computer hardware and software that are required for the City of Springfield to initiate wire transfers.

2.7.5 Describe security features your bank has in place to ensure the integrity of your wire transfer system. Address the process by which passwords are secured and how security is maintained as data is transmitted from the City to the bank.

2.7.6 Describe the City’s liability with respect to the ability to reclaim outgoing wire transfers transacted in error. Please describe the bank’s liability for outgoing wires transacted without proper authorization by the City. Who is liable if fraud occurs during the authorization process?

2.8 ACH Transactions

The bank must be both a sending and receiving bank on the Automated Clearing House system to accommodate payroll direct deposit, Accounts Payable file transactions, and other payments along with incoming revenue to the City. The City originates approximately 75,000 payroll related ACH transactions per year and is in the process of implementing Accounts Payable ACH file capabilities for vendor payments. The City receives approximately 10,000 ACH debits per year. This volume may change as the City changes operating procedures. The City requires the ability to place a filter on incoming ACH payments.
2.9 Monthly Statements

Monthly bank statements for the full calendar month must be available the next business day on the banking website.

2.10 Account Analysis

The City prefers to pay for banking services on a fee basis rather than compensating balances. The bank shall provide a monthly account analysis report, which shall be delivered to the City no later than 10 business days after the end of the month. The account analysis shall contain a detailed itemization of charges by type and volume. The monthly fee may be debited against the City’s account. A sample copy of the bank’s account analysis shall be submitted with the proposal.

2.11 Electronic Deposit

The City utilizes remote electronic deposits for checks in two locations – the Busch Municipal Building and the Municipal Court. The current annual volume of remote deposits is about 1,500 deposits totaling $65,000,000. Provide a brief description of the service. Address the following items:

All costs associated with this service including but not limited to equipment, per item charge and maintenance (monthly service charge should be included) and any other costs.

Provide information on cut-off times and availability.

2.12 Paycards

The city also utilizes two types of paycards. The city currently has 54 employee paycards; however, the number of employee paycards goes up significantly in the summer due to seasonal employees. The city also utilizes over 515 program paycards, the number of program paycards steadily increases each month. These cards must be no cost for the cardholder to use as debit cards and at select ATM machines. The city will need to know the ATM network, any other transactions that will result in a cost, cost to the city to issue the card, costs of the card replacement and any other back office support. The city also needs online access to enroll members in these programs and the ability to provide member support.

2.13 Potential Service Modifications

Provide information on additional services offered including:

- Check payables
- ACH positive pay
- ACH direct file transmission
- Consolidated payables
CITY OF SPRINGFIELD
SECTION THREE: MERCHANT CARD SERVICES
RFP #108-2018

The City processes credit and debit card charges on-site at approximately fifteen different locations. The City also collects debit, credit, and ACH payments online from customers for various permits and services. The service provider related to merchant card services must provide the following requirements outlined below.

3.1 Scope of Services

3.1.1 Provider will process any Visa, MasterCard, and Discover branded credit/debit card charges by our customers at each respective location (pay on-site).

3.1.2 Service will provide the ability and resources to allow electronic payment (pay online) processing technology for each branded credit/debit card source noted above as well as electronic check payments. The City currently utilizes CivicPlus for the form portion of online payments. There is a link on the form that takes the user to the payment platform.

3.1.3 Refer to Exhibit B-2 for transactions and annual dollar amount estimates.

3.1.4 Provider will provide detailed weekly and monthly transaction reports for each merchant card account.

3.2 Functionality & Certifications

3.2.1 PCI Certified (documentation of certification must be supplied with proposal).

3.2.2 The provider must provide documentation of PCI certification on an annual basis.

3.2.3 The provider must sign a written agreement as required by the current PCI Data Security Standards and must update the written agreement as required by future changes to PCI standards. Refer to Exhibit B-3 for a sample agreement.

3.2.4 The provider must provide a platform for completing annual PCI compliance questionnaires and quarterly network scans. The City currently uses Sysnet.

3.2.5 The costs and fees for PCI programs and compliance must be disclosed.

3.2.6 The electronic payment application must provide the necessary technology to integrate with the City’s financial software system (Oracle R12).

3.2.7 All fees must be processed as a separate transaction and not embedded in total amount paid.

3.2.8 A confirmation number must be provided for each successful online payment.
3.2.9 Service will provide efficient dispute and charge-back retrieval information. Describe the process for notifying the City of charge-backs and disputes and any related fees.

3.2.10 Financial reports of all payments are to be available online.

3.2.11 The provider’s web-interface shall be able to be customized by the provider to correlate with the City’s website at no additional cost to the City.

3.3 Payment Processing

3.3.1 All technology should provide settlement processing with the City’s depository bank. Currently, the City has an existing relationship with U.S. Bank.

3.3.2 All payments must post to the City’s bank account as a single daily deposit.

3.4 Training, Support, & Experience

3.4.1 Provider shall provide a minimum of two full days of user training. Training must be conducted on-site for all pertinent City employees.

3.4.2 Provider shall provide live support services during City’s normal business hours.

3.4.3 Provider must have a minimum of two existing government clients in Missouri; one of these clients must use Oracle platform software.

3.5 Rates Disclosure & Other Items to Address

3.5.1 All rates and fees are to be un-bundled. All fees should be noted separately including interchange rates, assessment rates, tier rates, processing rates, convenience fees, and any other charges. Fees/rates applicable to all types of branded cards (reward, corporate, standard, etc.) must be noted. Additional services offered by the proposer should be specified in the proposal with related fees for these services noted.

3.5.2 Identify the types of processing methods available – permanent terminal, virtual terminal, portable terminal, website, etc. – and the related cost of each. All processing methods and equipment must be PCI compliant.

3.5.3 Identify guarantees against down time.

3.5.4 What time period is the proposal pricing guaranteed?

3.5.5 How are price changes communicated? What, if any, options are available if the City does not agree with the pricing change?

3.5.6 How are charge-backs and disputed charges handled?

3.5.7 What type of equipment and data transmission lines are required?
3.5.8  What specific information is required of the City to complete the set-up process?

3.5.9  What platform or process is in place for the City to provide documentation of its PCI compliance to the provider and what, if any, cost is related to the platform or process?

3.5.10  What is the process for adding new on-site or online payment locations?

3.5.11  What is the process for adding or replacing equipment?

3.5.12  Describe the provider’s written disaster recovery plan and address how the City and its managers will continue to conduct business in the event your operation center is rendered inoperable.
The City of Springfield has issued approximately 750 purchasing cards to City employees. The amount spent on purchasing cards is approximately $10 million a year.

The service provider must provide the services outlined below.

4.1 The City of Springfield currently receives monthly statements and pays once a month. Indicate the monthly fee, if any, associated with this program and the rebate structure provided by your program.

4.2 The service provider must provide the services outlines below.

   4.2.1 Provide a complete purchasing card program. This includes software, set-up, technical support, administrator/user manuals and assistance in the implementation of this program.

   4.2.2 Provide technical support to convert the database if necessary.

   4.2.3 Provide a line of credit to the City of Springfield with individual cardholder limits established by the City of Springfield and enforced by the service provider’s blocking controls.

   4.2.4 Ability to block certain transactions based on the MCC code.

   4.2.5 Provide individual credit card account numbers for each employee cardholder, which are subsidiary to the City of Springfield’s parent account.

   4.2.6 Capture data from the transactions made with the purchasing card.

   4.2.7 Electronically transmit data received from the vendors to the City on a weekly basis. The data must be received in VCF format.

   4.2.8 Maintain the confidentiality of employee cardholder’s names and addresses.

   4.2.9 Other services offered by the provider should be specified in the proposal with the related fees for the services.

   4.2.11 Online administration ability.

   4.2.12 Ability for cardholders to view their credit limits and other activity online.

   4.2.13 Replacements for lost or stolen purchasing cards must be sent via Fed Ex or UPS to the City of Springfield within three business days.

   4.2.14 The purchasing card program and all related reports and correspondence must be PCI compliant.
The City of Springfield has an investment portfolio, which holds government and agency marketable securities purchased through banks and brokers. The City also maintains an insured cash sweep account.

The following safekeeping services are required:

5.1 Provide security safekeeping of City Government securities. Securities must be identified, segregated, and maintained in the City’s name. City of Springfield securities may not be pooled or held in street name.

5.2 Provide monthly bond reports no later than the second working day following the end of the month showing amortization, interest accrual, book value, and market value. Please include copies of your firm’s bond reports with your proposal. In addition, indicate any enhancements that are under consideration.

5.3 Provide capability to pledge securities through the Federal Reserve to other institutions.

5.4 Provide written confirmation of all account transactions.
6.1 **Account Executive**

The City requests that the proposing banks provide the name of the designated account executive as well as an alternate. The designated account executive must have the authority to make timely decisions in the normal course of business on their own. Resumes must be provided for all key account executives designated to serve this account.

6.2 **Conversion Support**

In the event a new provider for banking services is selected, most banking related activities would require modification. This may include but not be limited to training staff, providing manuals, installing new hardware and/or software and ensuring data is compatible between the City’s financial management system and the service provider.

6.2.1 Provide a list of the tasks that must be completed to facilitate conversion. Include a start and finish date.

6.2.2 Define the number of staff you would assign to assist the City with the conversion. Indicate their professional and technical qualifications.

6.2.3 Discuss the level of support your institution would commit to facilitate the City’s conversion.

6.2.4 Estimate the number of hours that would be required to complete the conversion.

6.2.5 Estimate the City’s cost of conversion.

The council shall require all funds of the City in any city depository to be adequately secured in an amount satisfactory to the council by the following types of securities:

(a) Obligations of the United States, the State of Missouri, this city, or:

(b) In bonds, bills, notes, debentures or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof, the State of Missouri or this city, or:

(c) In revenue bonds of this city.

Adopted by vote of the people on June 11, 1974.
DO NOT ALTER THESE FORMS. PRICING MUST BE COMPLETED ON THE FORMS AS PROVIDED. ALL PAGES THAT STATE RETURN THIS PAGE MUST BE COMPLETED AND RETURNED.

### Banking Services Pricing Sheet

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<th>Description</th>
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<td>Monthly dda statement pdf</td>
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Page 21 of 47

RETURN THIS PAGE

24 of 64
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<td>First</td>
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<td>12</td>
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<tr>
<td>Sp ach monthly maintenance</td>
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<td>Next</td>
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<td>Sp positive pay monthly maintenance</td>
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<td>Sp issue maintenance mo maint</td>
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<td>Sp external user message monthly maint</td>
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<td>Service</td>
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<td>COIN AND CURRENCY SERVICES</td>
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<td>Cash deposited-per $100</td>
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<td>Loose mixed coin dep-per bag</td>
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<td>Branch Deposit processing fee</td>
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<td>Night dep processing-per dep</td>
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<td>Coin rolls ordered-per roll</td>
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<td>Currency Ordered per strap</td>
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<td>Safekeeping acct maintenance</td>
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<td>Next</td>
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<td>Deposit Credit</td>
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II. Online Banking Services
The City's current online banking categories have been listed above. Please complete as applicable. If structured differently, attach a sheet with all prices related to online banking services. The prices should include equipment charges as well as all transaction charges and other related costs.

III. Interest Rate Calculations
Interest Rate Paid on Available Balances

Interest Rate Paid on Overnight Repurchase

Describe Interest Rate Calculation
## MERCHANT CARD SERVICES PRICING SHEET

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>NUMBER OF TRANSACTIONS</th>
<th>ANNUAL DOLLAR TRANS. AMOUNT</th>
<th>DISCOUNT RATE</th>
<th>ANNUAL COST</th>
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<td>Art Museum</td>
<td>377</td>
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<td>Building Development Services</td>
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<tr>
<td>Busch Building Cashier (multiple locations)</td>
<td>87</td>
<td>51,596</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire</td>
<td>202</td>
<td>14,924</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health-Animal Control</td>
<td>481</td>
<td>27,911</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health-Business Office</td>
<td>5,310</td>
<td>169,193</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licensing</td>
<td>2,031</td>
<td>271,055</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Court</td>
<td>7,582</td>
<td>682,485</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works/Environmental Services (multiple locations)</td>
<td>317</td>
<td>181,739</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Center – Fuel pump</td>
<td>532</td>
<td>15,572</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks-Concessions</td>
<td>814</td>
<td>5,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks-Stroll Garden</td>
<td>1,663</td>
<td>11,768</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoo</td>
<td>21,495</td>
<td>598,525</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civic Plus Online</td>
<td>1,277</td>
<td>60,778</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Court Online</td>
<td>1,753</td>
<td>44,115</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online E-Check</td>
<td>452</td>
<td>377,795</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online Credit/Debit Card</td>
<td>3,762</td>
<td>732,838</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>51,089</strong></td>
<td><strong>$3,788,913</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other Charges (describe)
SERVICE PROVIDER WRITTEN AGREEMENT

Unless noted on the Affidavit of Compliance the by taking exceptions the Offeror agrees to the following.

1. **PCI DSS Compliance**: SERVICE PROVIDER recognizes that City is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and SERVICE PROVIDER possesses, handles, has access to, processes, transmits, and/or stores cardholder data in the performance of services provided to the City, and is therefore considered a service provider under Requirement 12.8 of the PCI DSS; and Requirement 12.8.2 of the PCI DSS requires the City to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses, handles, has access to, processes, transmits, and/or stores on behalf of the City; and Requirement 12.8.4 of the PCI DSS requires the City to maintain a program to monitor the service provider’s PCI DSS compliance status; therefore

   a. SERVICE PROVIDER agrees that it is responsible for the security of City payment card data that it possesses, handles, has access to, processes, transmits, and/or stores.

   b. SERVICE PROVIDER affirms that, as of the effective date of this [agreement, renewal, addendum], it has complied with or will comply with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

   c. SERVICE PROVIDER agrees to supply the current status of Service provider’s PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this Renewal to City. SERVICE PROVIDER must supply to City a new status report and evidence of validation of compliance at least annually.

   d. SERVICE PROVIDER will immediately notify City if it learns that it is no longer PCI DSS compliant and will immediately provide City the steps being taken to remediate the non-compliance status. In no event should SERVICE PROVIDER’s notification to City be later than seven (7) calendar days after Service provider learns it is no longer PCI DSS complaint.

   e. SERVICE PROVIDER acknowledges that its indemnification requirements include indemnification for failure of SERVICE PROVIDER to be and to remain PCI DSS compliant.
# Purchasing Card Pricing Sheet

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Volume</th>
<th>Per Item Charge</th>
<th>Total Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing Cards</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Transmission of Data</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Service Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rebate Offered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Services Offered by Provider</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Fee:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## SAFEKEEPING SERVICES PRICING SHEET

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ESTIMATED ANNUAL VOLUME</th>
<th>PER ITEM CHARGE</th>
<th>TOTAL ANNUAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Securities Received and Delivered</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal and Interest Distribution to Depository Bank</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Written Confirmation of Account Activity</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Pledges and Release of Security Pledges</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account Maintenance</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Reporting</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Charges (Please describe)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:**
PROPOSAL TERMS AND CONDITIONS:
The following terms and conditions apply to submitting Proposals in response to this Request for Proposal:

9.1 **INCURRED EXPENSES:** The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.

9.2 **INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

9.3 **REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.

9.4 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to negotiate modifications to Proposals that it deems acceptable, reject any and all Proposals, and to waive minor irregularities in the procedures.

9.5 **PROPOSALS BINDING:** All Proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

9.6 **PROPRIETARY INFORMATION:** In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Offerors should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Offerors in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Offerors. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

9.7 **OFFEROR’S CERTIFICATION:** By submitting a Proposal, the Offeror certifies that he has fully read and understands the Proposal method and has full knowledge of the scope and nature and quality of work to be performed. The Offeror further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.

9.8 **NON-EXCLUSIVE CONTRACT:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

9.9 **EXCEPTIONS:** If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of Proposals.
9.10 **LATE PROPOSALS:** Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals. The City of Springfield is not responsible for the United States Postal Service or private couriers in regards to mail being delivered by the specified time so that a Proposal can be considered. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.

9.11 **COMPLETENESS:** All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

9.12 **EXECUTION OF AGREEMENT:** The successful Offeror shall have ten (10 days) after receipt of the Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award. The agreement between the City of Springfield and the Contractor shall consist of the (1) the Request for Proposal, (2) the Offeror’s proposal, as accepted, submitted in response to the Request for Proposal, (3) the award letter (4) if necessary City Contract Shell, and (5) any Best and Final Offer requests with RFP changes. All exhibits and attachments included in the City’s RFP document shall be incorporated into the contract by reference. In case of a conflict between the Request for Proposal, the submitted response, and the award letter, the Request for Proposal shall govern over all other documents and the award letter shall govern over the submitted response.
In order for the Committee to adequately compare Proposals and evaluate them uniformly and objectively, all Proposals shall be submitted in accordance with this format. The Proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

10.1 QUALIFICATIONS:

10.1.1 Title Page: The complete legal name, address, Federal ID number or Social Security number, permanent address, telephone number, address of the Offeror including the name of the person and their direct phone number and email address to contact for discussion of the Proposal.

10.1.2 Table of Contents

10.1.3 Letter of Transmittal - Limit to one (1) or two (2) printed pages

10.1.4 Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.

10.1.5 A description of the Offeror’s current staffing, including their role in regards to this project and details as to the experience and educational qualifications of the individuals that would be primarily responsible for the project.

10.2 TECHNICAL INFORMATION:

10.2.1 Provide sufficient information to indicate the Offeror understands the Scope of Work and to describe how the Offeror will plan, implement, and accomplish the project.

10.2.2 Provide a response to each of the minimum requirements (below) and questions: It is suggested that your response identify each requirement and question by item number.

1. Please provide a brief history of your institution with particular attention to the means and timing of your entry into the Springfield market.

2. Report all published credit ratings. Please indicate if the ratings are currently under review for an upgrade or downgrade. Provide copies of recently published reports supporting at least two of the credit ratings.

3. What is the state of incorporation of the entity with whom the City would contract? Is this entity licensed to do business in the state of Missouri?

4. Submit copies of the last two fiscal years’ financial statements. The statements must include an auditor’s unqualified opinion and appropriate notes.

5. Provide a list of at least four client references of similar sized accounts. At least two of the references should be public entity accounts.
6. Describe a written disaster recovery plan and address how the City and its managers will continue to conduct business in the event your operation center is rendered inoperable.

10.2.3 Specifically discuss your approach to developing preliminary and final project plans.

10.3 OFFER AND SCHEDULE OF PROFESSIONAL FEES AND EXPENSES: The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the Proposal attached hereto and incorporated herein.

10.4 FORMS AND ATTACHMENTS: The Affidavit of Compliance Form is required to be sent with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation’s filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.

10.5 PROPOSAL DUE DATE: Sealed Proposals with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and five (5) complete paper copies will be received at the Division of Purchases no later than 3:00 p.m., Monday, April 2nd, 2018. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:
CITY OF SPRINGFIELD, MO
KARA DANIEL, BUYER II
218 E. CENTRAL
SPRINGFIELD, MO 65802

Submitted sealed envelopes should be marked:
"REQUEST FOR PROPOSAL: #108-2018"
Offeror’s Name and Address

10.6 ADDENDA: If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City’s website at www.springfieldmo.gov/bids.

10.7 PROPOSAL EVALUATION PROCESS: The steps and activities in the Proposal process will include the following:

10.7.1 An Evaluation Committee consisting of at least three (3) members will be established to review and evaluate all Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

10.7.2 The Committee will first review each Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a Proposal.

10.7.3 Proposals will then be evaluated and ranked in accordance with the evaluation criteria. When necessary, a shortlist will be developed listing the highest ranked Proposals.

10.7.4 The City will confer with all responsible Offerors who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed Offerors.
10.7.5 The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion and negotiations.

10.7.6 The City reserves the right to reject any and all Proposals and to waive minor irregularities. The City further reserves the right to seek new Proposals when such a procedure is reasonable and in the best interests of the City.

10.8 **CRITERIA FOR AWARD: Award is contingent on Council approval.** The Evaluation Committee will evaluate Proposals and a recommendation will be made to the Buyer. Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 30% Responsiveness of the proposal related to the scope of work including the offeror’s ability to meet the current and projected service requirements of the City over the term of this agreement.
- 30% Experience and expertise.
- 30% Total price to include interest rates and availability of funds.
- 10% Financial stability

*On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1.(D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This amendment specifies that when an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost.

10.9 **QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the Proposal and/or any future Proposal(s).

10.9.1 Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Buyer in writing, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City’s response to question date listed in the Scope of Work.
10.9.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal.

10.9.3 Successful Offeror will be notified by mail and award information will be posted on the City’s website.
1. **Personnel:** The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

2. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

3. **Assignment:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. **Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.**

4. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

5. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of an amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

6. **Contract Documents:** The agreement between the City of Springfield and the Contractor shall consist of (1) The Purchase Order which embodies the requirements contained herein, (2) the Request for Proposal, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in
response to the Request for Proposal. In the event of a conflict in language between the
documents referenced above, the provisions and requirements set forth in the Request for
Proposal and addenda thereto shall govern over the Contractor’s Proposal and addenda thereto.
However, the City reserves the right to clarify any Contractual relationship in writing with the
concurrency of the Contractor, and such written clarification shall govern in case of conflict with
the applicable requirements stated in the Request for Proposal or the Contractor’s proposal. In all
other matters not affected by the written clarification, if any, the Request for Proposal shall govern.
The Contractor is cautioned that the proposal shall be subject to acceptance without further
clarification.

7. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of
Springfield for any term of the contract or extension thereto or portion of any term of the contract
which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the
contract shall terminate without notice at the end of the fiscal period for which funds are
appropriated.

8. The Contractor agrees and understands that the City of Springfield’s Agreement to the Contract
may be predicated, in part and among other considerations, on the utilization of the specific
individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor’s
proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or
personnel qualifications shall be made without the prior written approval of the City. The
Contractor further agrees that any substitution made pursuant to this paragraph must be equal or
better than originally proposed and that the City’s approval of a substitution shall not be construed
as an acceptance of the substitution’s performance potential. The City of Springfield agrees that an
approval of a substitution will not be unreasonably withheld.

9. **General Independent Contractor Clause:** This agreement does not create an employee’s/employer
relationship between the parties. It is the parties intention that the Contractor will be an
Independent Contractor and not the City’s employee for all purposes, including but not limited to,
the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal
Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the
provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’
Compensation and unemployment insurance laws. The Contractor will retain sole and absolute
discretion in the judgment of the manner and means of carrying out the Contractor’s activities and
responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise
from the public employer, that it has a full opportunity to find other business, that it has made its
own investment in its business, and that it will utilize a high level of skill necessary to perform the
work. This agreement shall not be construed as creating any joint employment relationship
between the Contractor and the City, and the City will not be liable for any obligation incurred by
the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. The Contractor shall not be entitled to any of the benefits established for the employees of the City
nor be covered by the Workers Compensation Program of the City.

11. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or
non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life
of this contract:

   A. A certificate of authority to transact business in the State of Missouri from the Secretary of
      State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

12. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

   a. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a).** This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

   b. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a).** This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

14. **Contractor’s Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

15. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Springfield within ten (10) days of the date of receipt of the Award of the contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

   Purchasing Agent
   City of Springfield
   218 E. Central
   Springfield, MO 65802
16. Liability and Indemnity:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City’s gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys’ fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor’s obligation under this agreement to defend, indemnify and hold harmless any person from that person’s own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

17. Conflict of Interest: No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

18. Entire Agreement: This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.

19. Waiver: No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
20. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

21. **Non-Exclusive Agreement:** This Request for Proposal will result in a non-exclusive contract and the City of Springfield reserves the right to purchase same or like services from other sources as deemed necessary and appropriate. If at any time the Offeror does not fulfill their contractual obligations the City of Springfield may procure services from another source.

22. **Conflicts:**

   22.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

   22.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

23. **Safety Precautions:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.

24. **Delay by The City:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.

25. **City’s Right to Proceed:** In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.
26. **Cooperation:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

27. **Coordination:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.

28. **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. **No contract will be executed by the City until this occupational license has been obtained.**

29. **Authorization:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.

30. **Term:** One year beginning on date of award. The City may, at its option, extend the contract for up to four additional one-year terms.

31. **Escalation/De-Escalation:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

   An increase or decrease in the supplier’s cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor’s margin of profit.

   All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer’s level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

32. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy’s endorsements adding the City as an additional insured.** Such
notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield, 218 E. Central, Springfield, MO 65802

Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php) as follows:

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

**Directors’ and Officers’,** Liability Insurance (D&O) with an errors and omissions, and fraud clauses.
$5,000,000.00 minimum

**Workers’ Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq

**Employer’s Liability:** $1,000,000.00

**Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an “Occurrence Form Basis” with limits of **Two Million, Eight Hundred Four Thousand, Forty-Six Dollars ($2,804,046.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty Thousand, Six Hundred and Six Dollars ($420,606.00)** for any one person in a single accident or occurrence.

**Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million, Eight Hundred Four Thousand, Forty-Six Dollars ($2,804,046.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty Thousand, Six Hundred and Six Dollars ($420,606.00)** for any one person in a single accident or occurrence.

The Contractor must have a **Business Continuity Plan.** Please describe the plan you currently have in place, as well as the process you have in place for safekeeping of all documents.

**Notice:** The Contractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.
Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over $5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over $5,000.
1. **Affidavit for Service Contracts over $5,000.00 (US)** – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

   a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

   b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company **must provide documentation evidencing** current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program’s Memo of Understanding (MOU). See attached sample.

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.uscis.gov/e-verify](http://www.uscis.gov/e-verify) or by calling **888-464-4218**.
***SAMPLE TO BE COMPLETED UPON AWARD***

**Affidavit of Compliance with Section 285.500, RSMo., et seq.**

**For All Agreements Providing Services In Excess Of $5,000.00.**

**Effective January 1, 2009**

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**STATE OF ___________________**

) ss.

) ss.

**COUNTY OF _______________**

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Before me, the undersigned Notary Public, in and for the County of ___________________,
State of ___________________, personally appeared ________________________ (Name)
who is ______________________ (Title) of __________________________________
(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is
competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with
respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in
connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

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Signature ____________________________

Print Name: __________________________

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Subscribed and sworn to before me this _____ day of _____________, _______.

_________________________________________________________________________

Notary Public

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My commission expires: _______________
Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print) ____________________________ Title ____________________________

Electronically Signed ____________________________ Date 01/01/2009

Signature ____________________________

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print) ____________________________ Title ____________________________

Electronically Signed ____________________________ Date 01/01/2009

Signature ____________________________
CITY OF SPRINGFIELD
AFFIDAVIT OF COMPLIANCE
RFP #108-2018

DO NOT ALTER THIS FORM. To be submitted with Offeror’s Proposal

______ We DO NOT take exception to the RFP Documents/Requirements.

______ We TAKE exception to the RFP Documents/Requirements as follows:

______________________________________________________________________________________

______________________________________________________________________________________

______________________________________________________________________________________

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______________________________________________________________________________________

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______________________________________________________________________________________

______________________________________________________________________________________

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this RFP unless otherwise stipulated herein.

Company Name ______________________________

ADDENDA

By _______________________________________

Offeror acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Company Address___________________________

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Telephone Number _________________________

Email ____________________________________________________________________________

Fax Number: ______________________________

Federal Tax ID No. __________________________

Date: _________________

DBE Vendor (Yes/No): ______ Minority Owned: ____

Women Owned: ____

Veteran Owned: ____
CITY OF SPRINGFIELD
STATEMENT OF “NO PROPOSAL”
REQUEST FOR PROPOSAL #108-2018

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON RFP NO. 108-2018 FOR BANKING SERVICES FOR THE FOLLOWING REASON(S):

_______ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_______ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

_______ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_______ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_______ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_______ UNABLE TO MEET SPECIFICATIONS.

_______ UNABLE TO MEET INSURANCE REQUIREMENTS.

_______ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_______ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________

COMPANY NAME: ______________________________________________________________________________

ADDRESS: _____________________________________________________________________________________

SIGNATURE AND TITLE: __________________________________________________________________________

TELEPHONE NUMBER: _____________________________________________________________________________

DATE: ________________________________________________________________________________________
The Request for Proposal specified above is hereby amended and revised as described below. This addendum must be acknowledged on the Affidavit of Compliance provided in the original bid documents.

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**DESCRIPTION**

**BANKING SERVICES**

1. There are no other changes at this time. The bid due date remains April 2, 2018 at 3:00 PM CST.

2. Below find the City’s response to questions received prior to the deadline for questions.

   Question: We are taking a look at the City’s RFP #108-2018 and would like to request the last winning bid, as well as one statement for each account. Would you be able to email or fax these to me?

   Answer: You may obtain the last winning bid response via an official Sunshine Request which must be submitted to the City Clerk. Please note there is a fee for producing this information. If you have already submitted a Sunshine Request, City staff is working to obtain this information.
Question: On page 12, last sentence, it states “The City requires the ability to place a filter on incoming ACH payments.” Are you able to explain what you mean by this?

Answer: An ACH filter allows only approved transactions to hit the account.

Question: Regarding 2.8, ACH Transactions. The City requires the ability to place a filter on incoming ACH payments. Can you please share what you currently use and what the process looks like? How many items per year?

Answer: We do not currently use this function but would like the option to do so in the future.

Question: Regarding 2.13, can you please clarify the need and what “ACH direct file transmission” would potentially be used for?

Answer: ACH Direct File Transmission – The City transmits the disbursement or collection transaction information in a NACHA formatted data file.

Question: Regarding 2.13, can you please clarify if by “check payables” you are referring to Positive Pay for paper checks?

Answer: Check Payables – The City would send the bank a data file of checks to be printed and distributed.

Question: Regarding 2.13, can you please clarify what is meant by “consolidated payables”.

Answer: Consolidated Payables – The City sends a single payment and remittance file. The bank generates various payment instruments including ACH transactions, wire transfers, checks, and virtual card payments so we do not need to maintain and support four separate payment processes.

Question: Regarding 3.5.1, which accounts and terminals charge convenience fees and how is it currently set up?

Answer: The City does not currently charge convenience fees at the locations covered by this RFP.

Question: Exhibit B-2 is noted in 3.1.3, but I am unable to locate it. Could you let me know where to find this?

Answer: This was an error in the RFP document that should have been removed. There is not an exhibit B-2. References to exhibits in the RFP document on pages 9, 14, and 30 shall be disregarded.

The information referred to in 3.1.3 is located at page 25 – Merchant Card Services Pricing Sheet.

Question: Exhibit B-3 is noted in 3.2.3 but I am unable to locate it. Could you let me know where to find this?

Answer: This was an error in the RFP document that should have been removed. There is not an exhibit B-3. References to exhibits in the RFP document on pages 9, 14, and 30 shall be disregarded.

The information referred to in 3.2.3 is located at page 26 – Service Provider Written Agreement.

Question: SinglePoint pricing is requested on page 21-22, however, I am unable to locate information about it. Can you let me know where to find it or share details on SinglePoint?
The current pricing chart we are requesting be filled out is on pages 21-24. We have filled in our estimated volumes; please fill in your estimated prices. SinglePoint is the current system we use to manage our bank accounts online – checking balances and activity; uploading positive pay files; initiating book transfers, ACHs, and wires; reviewing and making decisions on positive pay exceptions; and other features.

Question: Can you please tell us the brand name and model number of all existing stand-alone credit card terminals?

Answer: We use Ingenico Telium2 ICT220, VeriFone VX 520, and Verifone VX 680 machines. We also use VeriFone VX 820 pin pads.

Question: The RFP mentions “Un-bundled” pricing. Can it also be in the form of “Interchange Plus?”

Answer: We want to know what is making up the pricing presented. You can present pricing in the form of interchange plus if you also breakout what is making up the pricing presented.

Question: It appears, based on Section Seven, a Federal Home Loan Bank Letter of Credit would be acceptable for collateral. Please confirm.

Answer: A Federal Home Loan Bank Letter of Credit would be an acceptable form of collateral. It is an obligation guaranteed by a US government agency.

Question: What is the average transaction size?

Answer: The average purchasing card transaction is around $225.

Question: How many days after cycle do you pay?

Answer: For purchasing cards, we are currently billed every 30 days and pay by the 15th of the month.

Question: Would you consider a 5-year deal? If not, is a one year deal with 4 one-year renewals acceptable? Are the renewals mutual?

Answer: Per the RFP page 40 of 47, Term: One year beginning on date of award. The City may, at its option, extend the contract for up to four additional one-year terms.

Question: Currently deposits post by Merchant ID number to the designated account for reporting purposes. Is the City asking for a change in this process?

Answer: No. We are not asking for a change in this process; however, we are open to new processes to meet our reporting and reconciling requirements.

Question: Can you give an example of when the City would need to pledge securities through the Federal Reserve to another institution or is the City just needing us to pledge securities against their deposits?

Answer: There are not any examples of the City needing to pledge securities through the Federal Reserve to another institution. The City only requires pledged securities against our deposits.

Question: What payment types are accepted today credit, Visa, MasterCard, American Express, Discover, other) pin debit, pinless debit, signature debit, alternative payments and/or ACH?
Answer: We currently accept Visa, MasterCard, and Discover cards – both debit and credit. We accept ACH and e-check payments for online transactions.

Question: Is pin debit transactions accepted today if so please provide the annual volume and number of transactions accepted?

Answer: We do accept pin debit transactions. We cannot provide the annual volume and number of pin debit transactions. The information is not readily available.

Question: Are any locations accepting payment via echeck today and if not are you interested in accepting payment via echeck (ECA for over-the-counter, Internet Check Acceptance for online)?

Answer: We currently accept e-check for some online transactions. We are interested in all options available going forward.

Question: If accepting or interested in accepting payment via echeck please provide the number of transactions and sales volume processed annually for echeck by each acceptance methods Web, POS, and Phone?

Answer: Please see the merchant card services pricing sheet on page 25. We currently only accept e-check for online transactions.

Question: If accepting or interested in accepting payment via echeck what percentage of the echeck transactions are business checks?

Answer: This is not information we can readily provide.

Question: If accepting or interested in accepting payment via echeck is any of the echeck volume warranted or guaranteed and if not are you looking for a warranty/guarantee program?

Answer: Please provide information on any warranty/guarantee program available.

Question: What acceptance methods, face-to-face, phone, Web, IVR and/or recurring are used today by each location?

Answer: Most of our locations accept face-to-face and phone payments. We also offer online payments for some services and fees.

Question: What stand-alone credit card terminals are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

Answer: We own the stand-alone credit card terminals used today. We use Ingenico Telium2 iCT220 (12), VeriFone VX 520 (21), and Verifone VX 680 (1) machines. We also use VeriFone VX 820 pin pads (6).

Question: What pin pads are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

Answer: See answer above.

Question: What check readers are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

Answer: We have one Epson M236A check reader. We own the equipment.
Question: What card readers are used today, the number of each, manufacturer, make and model of each and if owned, rented or leased?

Answer: We do not currently utilize card readers; however, the Art Museum utilizes Talech – a point-of-sale system and a Talech IPP320 card reader associated with that system. We purchased the Talech card reader.

Question: In reference to 3.1.2 and the CivicPlus form portion of online payments, is this in reference to a hosted payment page form or a bill presentment/invoice form? Please expand on the usage.

Answer: CivicPlus hosts the payment page form including email receipts of payment. A hosted payment interface and application programming interface is required. Some payments are paid outside of CivicPlus. ECSI, Elavon, FIS and Bolletta payment gateways are supported with CivicPlus.

Question: What services listed below of CivicPlus does the City utilize?

- Website Design and hosting
- Mass notification
- HR software
- Recreational Management
- Agenda & meetings

Answer: Website design and hosting; mass notification; and agenda & meetings

Question: Is the CivicPlus form presented to a third-party gateway payment platform if so please provide the company name and product name of the gateway?

Answer: The CivicPlus form is presented to Converge for payment. Converge is a product of Elavon.

Question: Is CivicPlus hosting the City’s website, and if using a gateway is the contract between the City and gateway or is the contract between CivicPlus and the City for the payment platform?

Answer: CivicPlus is hosting the City’s website. The contract is between the City and the gateway. ECSI, Elavon, FIS and Bolletta payment gateways are supported.

Question: In reference to 3.2.6 The electronic payment application must provide the necessary technology to integrate with the City’s financial software system (Oracle R12). What file format does the City require for the Oracle R12 integration?

Answer: Comma separated text files are generated from the payment application for upload into Oracle. Services should adhere to the current security and cybersecurity standards.

Question: In reference to 3.2.11 The provider’s web-interface shall be able to be customized by the provider to correlate with the City’s website at no additional cost to the City. Please expand on the scope of customization required by the City. Is the city requiring the responder to provide the payment gateway for the web interface or is CivicPlus providing a payment gateway interface? Does the city require a hosted payment page interface functionality or an application programming interface functionality?

Answer: Yes, the City is requiring the responder to provide the payment gateway for the web interface to CivicPlus. ECSI, Elavon, FIS and Bolletta payment gateways are supported in CivicPlus. A hosted payment interface and application programming interface is required. Some payments are paid outside of CivicPlus.
Question: If a third-party payment gateway is used for web payment processing, provide the company name and product name of the gateway and areas using this acceptance type?

Answer: We currently utilize Elavon’s Converge for some online payments including online parking tickets, fire department transactions, and art museum transactions. We also utilize US Bank’s epayment platform for online payments; however, we are currently transitioning the departments using this platform to a new system.

Question: If a third-party payment gateway is used for IVR payment processing, provide the company name and product name of the gateway and areas using this acceptance type along with the company name and product name of the IVR system?

Answer: We do not currently utilize IVR.

Question: If a payment gateway is used for over-the-counter, mail or telephone payment processing, provide the company name and product name of the gateway and locations using this acceptance type and how it is used in conjunction with each acceptance method?

Answer: Over the counter, mail, and telephone transactions are processed via stand-alone credit card machines except for the Art Museum. The Art Museum utilizes Talech – a point-of-sale system and a Talech IPP320 card reader.

Question: Are any recurring transactions performed and automatically executed by the current vendor?

Answer: No.

Question: If there is a requirement for IVR for touchtone acceptance of cards is for the responder to provide a fully hosted IVR solution or to provide a payment interface for the current IVR?

Answer: We do not currently utilize IVR.

Question: Is the website payment interface via a hosted order page or application programming interface?

Answer: A hosted payment interface and application programming interface is required. Some payments are paid outside of CivicPlus using custom web applications developed by the City.

Question: What locations accept or anticipate accepting convenience fees today and who manages or would manage the fees?

Answer: The City does not currently accept convenience fees at the locations covered by this RFP.

Question: If planning on accepting convenience fees does the locations anticipate a two-transaction model and if so who receives funding for the second transaction?

Answer: The City does not currently accept convenience fees at the locations covered by this RFP.

Question: If accepting today who funds for Discover transactions?

Answer: We currently accept Discover transactions. We receive funding for Discover transactions in the same method we receive funding for Visa and MasterCard transactions.

Question: Are you PCI compliant today and what is your PCI level?
Answer: We are PCI compliant. We are a level 4 merchant.

Question: Does any location utilize tokenization today, if so please provide the tokenization method and product used?

Answer: No.

Question: Does any location utilize point-to-point (P2P) or end-to-end (E2E) encryption today, if so please provide the encryption method and product used?

Answer: All our credit card processing and equipment must be PCI compliant. This includes transactions conducted online as well as in person and via telephone or mail. The equipment must be PCI compliant whether connected via phone line, Ethernet, or cellular connection.

Question: What is the time frame of your current funding for payment of your settlement items?

Answer: We receive daily deposits in our bank card account. Most transactions are deposited the same day; however, there is a 24-hour delay on some transaction types.

Question: How are you funded via wire or ACH?

Answer: We receive deposits into our bank card account each day. The monies are then transferred to our general account each day.

Question: What depository bank are your funds settled into?

Answer: US Bank

Question: What is your settlement cutoff time?

Answer: Our auto settlement cutoff time is around midnight. Some locations manually settle during the day.

Question: Do you have an EMV strategy, if so what is your timeframe to implement and what solution and EMV devices (manufacturer and model name and number) are you considering?

Answer: Our credit card machines are currently EMV capable. Any equipment proposed should be EMV capable.

Question: For section 19.13, is the City willing or able to accept the Missouri Statute 30.270 allowable collateral securities?

Answer: The City must comply with its charter with respect to the security of deposits.

Question: Banking Services Pricing Sheet
Please provide clarification on or definitions for the following services;

Check Filter monthly maintenance – describe this service
Answer: Monthly maintenance fee for the check filtering service (which allows approved checks and has a restricted dollar amount)
ARP Deposit Recon report – describe date included in this report
Answer: This is not a report we currently use and should have been removed from the RFP. References to this report should be disregarded.

Sp token monthly maintenance – Does the City currently pay a monthly fee for multiple tokens or is the fee per token?
Answer: No, we do not pay a monthly fee for any of the tokens.

File issue maint upload per file – describe this service
Answer: The monthly fee for uploading our files for positive pay.

Transmission Input –
Answer: Transmission of a file to the bank

Describe service
Answer: Transmitting a file electronically

Type of file being transmitted
Answer: We transmit various types of files including NACHA and positive pay files.

File protocol
Answer: We are unclear what is being asked here.

Prev day xmit mo maint – describe service
Answer: Previous day transactions

Prev day Xmit – per Transmit – describe service
Answer: What was transmitted to the bank the previous day

Sp External User Monthly Main – describe service
Answer: A fee for each offsite user

Sp external User Task Sent – describe service
Answer: A way to send a message to another user about a transaction

Sp ACH Monthly Maint vs ACH Monthly Maint – describe the difference in services
Answer: ACH coming from within the banking system vs an ACH coming externally

EDM Monthly Maint Per Account – describe service
Answer: Fee for monthly electronic deposit services

Web monthly maint per wrkstn – describe service
Answer: Monthly fee to download transactions from bank
Question: Regarding your current RFP for banking services, would the response have to include all services in the RFP or could a response for commercial card be provided as a response?

Answer: The RFP is divided into four parts: Banking Services, Merchant Card Services, Purchasing Card Services, and Safekeeping Services. An Offeror may bid on all or any combination of services. A response for only commercial card services can be provided.

Question: Would it be possible for you to provide the RFP in Word format to allow me to consolidate the response within the document.

Answer: No, PDF documents are all that are allowed as the document cannot be altered in any way.

Question: Will City of Springfield accept ICS (Insured Cash Sweeps) on deposits exceeding current FDIC limits?

Answer: Refer to the charter requirements on page 20 of the RFP. (Section 19.13)

Question: Is a performance bond, certified check, or other form of payment required to bid for the City’s banking services?

Answer: No, these are not requirements of the RFP.

Question: If one or multiple services requested in the bid are outsourced to a third party, will the banking provider be disqualified from bidding for that entire section of the RFP?

Answer: Please describe in full detail what, if any, services are outsourced to a third party and who will be responsible for any issues encountered with services provided by the third party. The City will take your response to these questions into consideration during the evaluation process.

Question: Do we have any indication on the value of the assets for the investment piece? Also, from where did those funds originate (i.e. tax revenue, bond issuance, private funding, etc.)?

Answer: The total market value of the City’s pooled investments as of February 28, 2018, including Insured Cash Sweeps, Treasury Obligations, and US Government Agency Securities was $216,182,215.95. The funds originate from a variety of city revenue sources.

Question: Our firm does not currently offer Payee Positive Pay. Is this a current requirement of the City’s that would disqualify Our firm from bidding on this section of the bid?

Answer: This would not disqualify you from bidding. Please describe the positive pay system or other security measures you do have in place.

Question: Does the City requirement a filter on incoming ACH credits or only on outgoing ACH debits? Our firm does not currently offer a service to monitor incoming credits.

Answer: The City requires a filter on outgoing ACH transactions. We do not currently have a filter on incoming ACH revenues.

Question: Please elaborate on what features/requirements the City is looking for in each product listed under Potential Service Modifications; Check payables, ACH Positive Pay, ACH Direct File Transmission, Consolidated payables.
Check Payables – The City would send the bank a data file of checks to be printed and distributed. ACH Positive Pay – The bank will electronically compare incoming ACH transactions against our account authorizations and will bring any items that do not match to our attention for research and a payment decision. ACH Direct File Transmission – The City transmits the disbursement or collection transaction information in a NACHA formatted data file. Consolidated Payables – The City sends a single payment and remittance file. The bank generates various payment instruments including ACH transactions, wire transfers, checks, and virtual card payments so we do not need to maintain and support four separate payment processes.

Question: Can you please provide a schedule showing the fees you currently pay for banking services, merchant services, P-card, and safekeeping?

Answer: This information is available via a Sunshine request through the City Clerk’s office. There may be a fee associated with this information.

Question: We would like to request the last 12 consecutive months of banking account analysis statements for the City of Springfield pertaining to bid 108-2018.

Answer: The December 2017 statement is available upon request. Additional information is available via a Sunshine request through the City Clerk’s office. There may be a fee associated with this information.

Question: On Page 10, 2.4.1 How many tamper proof bags are needed?

Answer: We typically use between 12,000-15,000 bags per year.

Question: On Page 12, 2.7.1 Does the city send or receive international wires?

Answer: The City sends some international wires throughout the year.

Question: What type of POS device does the City have in place today for all locations?

Answer: Many of our locations use stand-alone credit card machines. Some locations use POS systems outside of the merchant card services included in this RFP. We do utilize some POS systems related to locations and services covered in this RFP – FuelForce FF814-SCP Version 7.64 for the Service Center fuel pump and Talech for the Art Museum gift shop and front counter transactions.

Question: Does the City process credit cards for utility payments? If so, do you charge a convenience fee?

Answer: The City does not process utility payments. Utility payments are handled by City Utilities.

Question: On page 25, Service Center – Fuel Pump. Can you please provide a description of the type of transaction this is and the process currently involved?

Answer: The Service Center has a compressed natural gas (CNG) fuel pump for use by the public. The fuel pump includes a credit card payment option through FuelForce FF814 – SCP Version 7.64. FuelForce uses Heartland to process the payments and transmit them to our current merchant card provider.

Question: On page 14, 3.2.6. What is the necessary technology to integrate with Oracle R12? Can you provide information on the file format required?

Answer: Comma separated text files are generated from the payment application for upload into Oracle. Services should adhere to the current security and cybersecurity standards.
### ITEM DESCRIPTION
- DEPOSITORY SERVICES
- Paper credits
- Electronic credits
- Paper debits
- Electronic debits
- Deposited items
- Check filter monthly maint

### ACCOUNT RECONCILE SERVICES
- Positive pay only maintenance
- Positive pay only item
- Deposit recon maintenance
- Deposit recon items
- Sp issue/cancel input
- File issue/maint upload per file
- Sp issue confirmation
- Transmission input
- Apc transmission output
- Afp transmission per item

### SINGLEPOINT
- SP Prev-Day detail
- First
- Next
- Sp current detail-acct
- First
- Next
- Monthly data-statement pdf
- Ach return and ncc report
- Next
- Apc deposit recon report
- Sp extended retention-6 months
- Sp taken monthly maintenance
- Prev day ext- acct maint
- First
- Next
- Sp ach monthly maint
- First
- Next
- Sp wires monthly maintenance
- Sp positive pay monthly maintenance
- Sp issue maintenance acct
- Sp image monthly acct maintenance
- Sp external user message monthly mail
- Sp external user task sent

### WIRE TRANSFERS
- Incoming fedwire
- Internal wire credit
- Sp fedwire non-negotiable
- Sp internal

### ZERO BALANCE ACCOUNTS
- Zba head
- Zba subsidiary

### IMAGE SERVICES
- Image archive monthly maintenance
- Image archive per check image
- Image oil-rim
- Sp web images retrieved
- Image archives per (oil-rim) Image
- Sp short term imgs retrieved

### ACH SERVICE
- Ach monthly maintenance
- Ach originated addenda item
- Ach process run
- Ach urgent transit item
- Ach originated on-us item
- Ach file confirmation email
- Ach received
- Ach received addenda item
- Ach block monthly maint-per acct
- Ach filter monthly maint
- Ach return-per item
- Ach notification of change
- Ach return/err electronic
- Sp ACH
- Sp ACH process run
- Sp ACH return item

### COIN AND CURRENCY SERVICES
- Cash deposited per $100
- Loose mixed coin-dep per bag
- Branch Deposit processing fee
- Night deposit processing per dep
- Loose currency ordered/1000
- Coin rolls ordered-per roll
- Currency Ordered per strap

### IN TRADER
- Safekeeping acct maintenance
- Sgl receipts-govts/equities
- Miscellaneous fees

### ELECTRONIC DEPOSIT SERVICES
- EDM Monthly Maint- Per acct
- Next
- Web Monthly Maint-per Wktsn
- Deposit Credit
- Image Check item- on US
- Image Check item- Trans
## Annual Cash Rebate

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<th>DESCRIPTION</th>
<th>VOLUME CHARGE</th>
<th>ANNUAL FEE</th>
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<th>PURCHASING CARDS</th>
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<td>Rebate Offered</td>
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**Note:** More details in their response.

- **ARVEST**
- **BANK OF AMERICA**
- **GUARANTY BANK**
- **US BANK**
- **CENTRAL BANK OF THE OZARKS**
- **UMB**
- **JP MORGAN**
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