

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
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TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2019-062

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**BANKING SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
AT 10:00 AM LOCAL TIME ON APRIL 8, 2019**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MARCH 29, 2019
AT 11:00 AM IN THE STROTHER CONFERENCE ROOM CITY HALL**

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name _____		Authorized Person (Print) _____	
Address _____		Signature _____	
City/State/Zip _____		Title _____	
Telephone # _____	Fax # _____	Date _____	Tax ID # _____
E-mail _____		Entity Type _____	

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL 2019-062

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: Banking Services. Proposals must be received electronically in Public Purchase by 10:00 AM Local time, on April 8, 2019.

RFP documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed above. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing. The City reserves the right to reject any and all proposals, to waive technical defects and to select the proposal(s) deemed most advantageous to the City. All addendums must be signed and included with proposal.

For any agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

There will be a pre-proposal conference in the Strother Conference Room at City Hall, 220 S.E. Green St. on March 29, 2019 at 11:00 AM Local Time. All interested bidders are encouraged to attend.

DeeDee Tschirhart, Senior Procurement Officer

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1. INTRODUCTION/DESCRIPTION OF SERVICES:

The City of Lee's Summit is seeking proposals from qualified banking institutions to provide banking services for the City's main operating account, Parks and Recreation refund account, the Municipal Court JIS operating account, the worker's compensation expense account, investment safekeeping and reporting services, Taben 125 plan account, lockbox, various e-commerce services described, credit/debit card acceptance and other banking services described herein.

1.1 Description of Operations/Background: The City of Lee's Summit, Missouri is a constitutionally chartered municipality with annual revenues of \$200 million and average ledger balances of approximately \$5-8 million. Ledger balances can peak to \$25 to 30 million. The City of Lee's Summit 2018 Comprehensive Annual Financial Report (CAFR) is available on the city web site at cityofls.net.

1.2 Objective: The objective of this request for proposal is to determine the banking institution(s) offering the highest quality and efficient services at the lowest cost to the taxpayers. The City will reserve the right to split the bid in order to obtain the best value. The greatest potential for a split award of bids would be between 1) banking services 2) merchant services 3) e-payables and p-card 4) lockbox services. However, other options are possible.

1.3 Current Environment: The City uses Lawson Financial Software for operations including Purchase Orders and Encumbrances, Accounts Payable, Accounts Receivable, Revenue Accounting and General Ledger, Budgetary Accounting, Human Resources and Payroll. The City uses CIS Infinity Software, in conjunction with Itron, hand-held meter reading software, for reading and billing its 35,000 Water/Sewer Customers monthly.

OVERVIEW OF ACCOUNTS:

The City currently utilizes several separate bank accounts to process receipts and payments. The following is a brief explanation of each account and their respective volume of activity.

General Operating Account: The City's operating account includes a variety of activities consisting of various revenue receipts, such as water utility receipts, tax receipts and municipal payments consisting of cash, checks, credit/debit cards, wires and EFT transfers.

There are approximately 6500 deposit transactions annually which include cash and check deposits. Additional credits to the account include credit card and ACH or EFT transfers. Utility receipts are billed weekly in cycles with due dates occurring weekly. Payments are processed in the City's Treasury Division by cash, check and credit/debit card as well as lockbox service, ACH, IVR and EDI.

There are approximately 7800 checks, as well as EFT transfers issued annually from this account. This account utilizes positive pay to match check number, dollar amount and date.

While some of the deposits and payments are cyclical, like property taxes and utility payments, all depository activities average \$8-12 million in deposits and \$4-5 million in payments monthly. Bi-Weekly payroll transfers add approximately \$2,500,000 to \$3,000,000 to that amount.

City staff prepares daily deposits and they are delivered by courier to the bank. Deposits are secured in a tamper resistant bag. A single deposit slip accompanies each deposit. Upon verification of the deposit, the bank returns a deposit receipt by mail or a report may be generated and available electronically or by email. The City should be notified of any deposit discrepancy.

The City intends to follow a cash investment policy that minimizes the balance in this account, while affording liquidity for at least one month's disbursements.

Payroll Account: The City's Payroll account issues approximately 500 checks per year and 30,000-32,000 ACH transfers per year; this account should sweep funds from the general account and not carry a balance. This account utilizes positive pay for checks and ACH block/filter.

Utility Refund Account: This account is used to disburse checks to utility customers having a credit balance or those who erroneously make a large overpayment. This account is for disbursements only and is replenished monthly by electronic transfer. This account utilizes positive pay for checks and ACH block/filter.

Parks and Recreation Refund Account: This account is used to disburse checks to Parks & Recreation customers for canceled classes and events as needed. This account is for disbursements only and is replenished monthly by electronic transfer. This account utilizes positive pay. Due to the limited quantity of checks, information is entered manually. This account also utilizes an ACH block/filter.

Work Comp Settlement Account: This account is used to disburse funds for workers' compensation claims and is replenished by electronic transfer as needed. This account will generally have 1 ACH debit per week. This account utilizes an ACH block/filter.

EMS Account: The City's EMS account is used to receive EMS payments from Medicare, Medicaid, Insurance Companies, and other sources. This account maintains a balance of \$10,000 with excess funds transferred out each month end. This account utilizes an ACH block/filter.

Municipal Court JIS Account: This account receives all revenue from the Municipal Court. Refund checks are written from this account for bonds made in the detention area. City revenue from this account will be transferred out monthly. This account utilizes reverse positive pay and ACH block/filter.

Merchant Services: Merchant services are considered to be an integral part of the depository contract. The City currently has eighteen (18) merchant accounts. The City currently accepts Visa and MasterCard at all locations and online; with Discover accepted in person only and American Express accepted in limited locations. . The City requires that the bank chosen for banking services will have a close working relationship and working history with the merchant services provider if the bank itself does not offer the services under a subsidiary or affiliate relationship. Pricing for equipment replacement will be requested.

Investment/Safekeeping Services: All City investments will be made by the City Finance Department and instructions for settlement will be given to the bank by an authorized individual. The bank will be required to provide book-entry safekeeping services through the bank. All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented by receipts. All funds due to the City from interest payments, maturities, and sales shall be given immediate collected credit. The City anticipates an average of between 50 to 75 securities in safekeeping at any time. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt or access to online information directly to the City within one business day. These securities include US Treasury Notes/Bills and US Government Agency Securities. These securities may be purchased from the bank but these will be purchased on a competitive bid basis.

2. CITY PROVIDED SERVICES:

City will hold pre-proposal conference at Lee's Summit City Hall, Strother Conference Room, 220 SE Green Street on March 29, 2019 from 11:00 – 12:30 to discuss the scope of the project and respond to questions.

3. TIMELINE:

3.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Mail RFP Notification	March 21, 2019
Pre-proposal meeting	March 29, 2019
Receive Proposals	April 8, 2019
Committee meets to review	April 15, 2019
Interviews	wk April 29, 2019
Recommendation	May 6, 2019
Finance & Budget Meeting	May 13, 2019
City Council	June 4, 2019
Notice to Proceed	June 5, 2019
Implementation Start Date	July 1, 2019

3.2 Timeline for project: Bank should propose an implementation timeline which will be subject to City approval. The City reserves the right to adjust the timeline for the project.

4. SCOPE OF SERVICES:

Responses to Requirements: In each of the following requirements for service, the respondent must indicate if they do not intend to comply *or are unable to comply* with the requirement by providing such a response. Any changes, deviations or additional features are to be indicated below the applicable service requirement. Additional information can also be provided in the project narrative. If there is no response indicated or indication of noncompliance then the City will consider it as a positive indicator of compliance.

4.1 Demand Deposit Accounts:

4.1.1 Interest Rate Earnings: Interest will be earned monthly on the average available balance, less required reserves (Form No. 5).

4.1.2 Collateral Requirements: In its capacity as a depository for City funds, the successful bidder shall provide collateral security of a form and in an amount consistent with Missouri Revised Statute 30.270, Part 2. The City, however, requires that all deposits be collateralized at 105% of their value less the coverage provided by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund. The City will accept as collateral any securities described in Missouri Revised Statute 30.270, Part 1, with the exception of items 6, 13, 16, and 18.

The City uses its general operating account to meet its liquidity needs. The bank will be expected to provide collateral valued at \$10 million on a regular basis and there will be times when the balance will be such that the bank will need to increase from this amount. The City will make reasonable efforts to notify the bank of any anticipated change in excess balances.

4.1.3 Account Analysis: The cut-off date for statement purposes for these accounts will be the last banking business day of each month. A monthly statement as well as a formal account analysis statement shall be provided for each account in addition to a summary statement and analysis. All fees agreed upon as part of this proposal will be charged on the monthly, itemized statement. Fees will be paid by a debit to the account. The City will consider paying fees through compensating balances. The account analysis should be detailed so that City staff can accurately reconcile expense items appropriately (ie: charges applicable to water lockbox, IVR, etc should be identifiable).

4.1.4 Account Detail: The Bank shall provide the City on-line web based access that will enable the City to obtain daily balances and perform stop payment and wire activity. This access must allow the City to contact the Bank via Internet in order to download data from the Bank's file on the City's bank accounts.

4.1.4.1 Account Reconciliation: Copies of cancelled checks must be available for storage and retrieval either through a file upload process or through provision of a readable disk. Reporting shall be provided, listing all cleared items. The City will expect to work with the Bank's data processing staff to coordinate the production of a check issue file to match to the cleared items file for an account reconciliation procedure that will be compatible and allow upload to the City accounting software.

4.1.4.2 Positive Pay: A checks issued file will be created from the City's accounts payable system, water/utilities and payroll system with the detail necessary for creating Positive Pay files. Please provide pricing on the fee schedule for this service.

4.1.5 Deposits

4.1.5.1 The Bank shall provide deposit slips for each City account as needed.

4.1.5.2 Each day, a report should be issued showing the deposits received and notification of any differences. An electronic report should be provided daily summarizing all deposit activity. Any deposit adjustment must be documented with the appropriate debit or credit advice. Images of documentation should be included with the notification.

4.1.5.3 Any error in a cash deposit in excess of \$25.00 shall be brought to the attention of the Treasury Office by telephone before processing.

4.1.5.4 Discrepancies between the amount shown on the deposit slip and the funds submitted will be handled as follows:

- When the funds submitted exceed the amount shown on the deposit slip, two deposits will be printed, the original deposit and a separate deposit of any excess funds.

- When the funds submitted are less than the amount shown on the deposit slip, the deposit slip will be adjusted to the correct amount.

4.1.5.5 Delivery of deposit bags: Delivery of daily deposits will be from a contract courier and will be coordinated through the City Cash Management Officer. During the Swimming Pool season, a contract courier also delivers Pool cash deposits. All other cash is funneled through the Treasury area using centralized depositing.

4.1.6 Wire Transfers:

4.1.6.1 The bank agrees to handle the City's requests for Wire transfers of funds in an expeditious manner, regardless of whether the request is in writing, by telephone, or via internet access. The City prefers to utilize an electronic system to initiate wire transfers.

4.1.6.2 All outgoing wire transfers shall be processed via the Federal Reserve Communications System. Funds transferred will be of a repetitive and non-repetitive nature. The City Finance Director will designate in writing authorized personnel to initiate and approve wire transfers. If an electronic system is not utilized, the following requirements will apply to wire transfer requests in writing or by telephone.

- Designated City Treasury employees will be assigned a token or personal identification number (PIN) by the bank. Such assigned token or PINs will be changed periodically.
- Other designated City Treasury employees will be assigned to verify outgoing wire transfer requests. The Bank will initiate call-back or verification procedures to such designated City Treasury employees for verification of requests.

4.1.6.3 In some instances, the release of a wire transfer could cause a daylight overdraft to occur in the account; the City does not expect to be charged for those daylight overdrafts.

4.1.6.4 Incoming wire transfers will be accepted by the Bank and be credited to the City's account on the date the wire transfer is received.

4.1.7 ACH Transfers:

4.1.7.1 The Bank will accept and initiate ACH transfers on behalf of the City.

4.1.7.2 Each ACH credit must be included in the daily transmission from the Bank with an originator identification code. The bank shall provide ACH Fraud Control utilizing ACH blocks and/or filters as requested by the City. All unauthorized electronic debit items will be blocked and returned to the originator.

4.1.7.3 Payroll direct deposit is a service provided to our employees processed through the automated clearinghouse via the Bank. The City offers direct payroll deposit and has approximately 1200 ACH transactions per bi-weekly payroll. The data for direct deposit shall be electronically transmitted to the bank from the City's software on a bi-weekly basis.

4.1.7.4 The water department and the parks department offer their customers the option to pay monthly fees by ACH debit. The water debit file is sent 4 times monthly and the parks file is sent 1 time per month. A pre-note will be sent on all new ACH set ups to verify the submitted information. Online access should be available to monitor any returns for insufficient funds, account closed, etc.

4.1.8 Overdrafts: The bank will pay all valid checks issued against the account and included in the Positive Pay file even if payment creates an overdraft to the account. The City Cash Management Officer, or other personnel as designated by the Finance Director, will be notified about any overdrafts within 24 hours of occurrence, at which time the City agrees to cover the overdraft. The City does not expect to be charged for overdrafts. The City does understand that the overdrafts will reduce the average daily balance that will affect the interest earnings.

4.1.9 Stop Payments: The City requires the ability to initiate stop payments through online access or by telephone. The City requires immediate acknowledgment that the stop payment was accepted to the Bank's system. Stop payment must be by specific check number and dollar amount of check issued.

4.1.10 Availability of Funds: The City desires that any deposit that gets to the bank at or before 3:00 p.m. CST will be credited on that day's business. Any cash or checks drawn on the Bank, which are deposited into the City's account prior to 3:00 p.m. CST, must show up as collected funds on that same day. If a situation occurs where the bank fails to give the City same day

credit, the City expects to be compensated at a rate equal to that which the funds would have earned in the account. The bank should provide a clearing schedule for any deposit items drawn on other financial institutions.

4.1.11 Coin Counting Services: The City desires that the Bank have the ability to count loose coin and credit it to the City's account on an occasional basis.

4.1.12 Returned Checks: The City requires that all items returned for insufficient funds be presented for payment two (2) times.

4.2 Investments/Safekeeping: The City of Lee's Summit buys investment securities from various preapproved entities for cash management purposes. The City's investment policy requires that all City investments be held in safekeeping by a third party custodian. The City of Lee's Summit has a portfolio of approximately \$125,000,000.

4.2.1 The Bank is required to provide safekeeping services. The safekeeping services should include:

- Receive/deliver securities on a delivery versus payment method
- Price securities to market and provide a report at least monthly
- Collect and credit coupon interest as received
- Provide delivery confirmation on new security purchases
- Provide a monthly statement of holdings
- Verify holdings as of specific date for audit purposes
- Credit the City's account for interest and principal amounts on the day received
- Provide maturity payment notices at least 5 days prior to payment date
- Provide monthly interest accruals
- Provide a report indicating overall weighted average return on total portfolio at least monthly

4.2.2 The City may pledge the securities held in the City's portfolio to a third party.

4.2.3 The bank shall provide an automatic investment service to invest temporarily idle funds on an overnight basis. The service is used for the concentration of funds and the method presently used is a repurchase agreement.

A 'Repurchase Agreement' confirmation shall be issued and available to the City via internet, email or mail the day the account is charged to commence each purchase. The form shall include the following:

- The description of the securities purchased, including the amount, interest rate, maturity, etc.
- The settlement date for the purchase
- The maturity date of the repurchase agreement (defined as the next banking day, unless otherwise requested)
- The total investment amount
- Safekeeping receipt information
- The city's name and address as buyer of the securities

The securities used as collateral for these repurchase agreements must be direct obligations of the U. S. government or one of its agencies with a current market value of not less than the amount invested and the estimated accrued interest. Interest, along with the original principal amount, shall be credited to the City's operating account as the repurchase agreements mature.

Respondent must specify the minimum amount necessary to enter into a repurchase agreement and the incremental amounts above the minimum as well as the method of arriving at the rate of interest. In addition, the bank should specify the calculation used to arrive at the daily investment level. (Form No. 5).

4.2.4 The Bank agrees to provide bids and offers on U. S. Government or agency securities when requested; however, the City reserves the right to invest in time deposits or U.S. Government or agency securities through other Banks or institutions if such action is to the benefit of the City.

4.2.5 The Bank will process the purchase and liquidation of investments only as instructed by the City Cash Management Officer or other City personnel designated by the City's Finance Director.

4.3 Miscellaneous:

4.3.1 EDI and FEDI: The City desires to improve the quality of its banking operations through the use of financial and non-financial electronic data interchange (EDI). The City of Lee's Summit currently receives water payments through EDI. The City may consider using this for other seasonal collections (alarm permits renewals or business license renewals). Your proposed

response should provide information for this service and an explanation of your abilities at the present time and future plans for development of EDI and FEDI. The ability to reverse a payment due to customer error is desired.

4.3.2 Web-Browser Technology. The City requires proprietary PC-based or web browser technology for access to account details. At a minimum, access must be provided to complete prior day account activity, current day activity to monitor for incoming transactions, and reporting for ACH returns. Online activity shall be as close to real-time as possible. Please describe complete online banking capabilities.

4.3.3 Bank Card/Debit Card Merchant Services. The City accepts MasterCard, Visa and Discover at the Municipal Court, the Police Detention Facility, Parks and Recreations office, Harris Park, Legacy Park, Police Records Division, Animal Control Facility, Water Utilities, Gamber Center, Longview Community Center, Summit Waves Pool and City Hall Treasury office. Most locations currently have an Ingenico iCT250 with printer. Please include pricing for equipment replacement. Bank or representative shall provide equipment and supplies (Pricing Schedule 7B). The City also serves as an agent to Jackson County in the collection of Business, Real Estate and Personal Property Taxes. The City is currently accepting MasterCard or Visa debit or credit cards for these tax payments using a service fee model in which the card fees are passed directly to the City's customer. The City may consider using this service fee model for other transactions and at other locations. The City desires to accept merchant card fees on an interchange-fee-plus basis only so that costs of card services are transparent. Please provide card processing charges on that basis. If you are unable to do so, please clearly indicate the manner in which the City will be able to determine any charges beyond interchange fees. Bank shall offer card processing terminals that qualify for PCI DSS compliance using the P2PE Self Assessment Questionnaire. Please provide pricing for such terminals.

4.3.4 Bank Card/Debit Card Account Analysis The City requires a monthly statement on each merchant number. The City also requests a monthly "chain merchant summary statement" with month to date and year to date sales and charges for all merchant numbers.

4.3.5 Bank Card/Debit Card PCI-DSS. Please provide information regarding compliance with PCI-DSS, compliance validation, training and/or services offered, applicable charges and data breach financial coverage. Fee for this coverage should be entered on the pricing schedule.

4.3.6 Community Reinvestment Act. The City desires that the bank demonstrate its commitment to the community. Please provide your overall CRA rating to demonstrate your commitment to the well-being of the community.

4.4 Ancillary Services: The City is interested in a number of additional areas. Please provide the following information (Form No. 6 should be used for narrative):

4.4.1 Accounts Payable Processing. Currently, the City handles all of its own accounts payable processing in-house and issues payment primarily by check. The City is currently implementing e-payables as a new option. Please provide information on potential rebates that may be earned from the card program.

4.4.3 Imaging. Within the pricing schedule, the City would like to request information on the Bank's current capabilities in regards to imaging of paid items. Any additional information that the Bank wishes to share regarding imaging capabilities and opportunities may be included in the narrative section.

4.4.4 Electronic Federal Tax Payment System (EFTPS). The City currently files payroll federal tax deposits through this system and shall require coordination with this agency and the bank for access.

4.4.5 ATM Machine. In order to enhance customer service satisfaction, the City may consider an ATM (Cash Dispensing Machine) located in the lobby of Lee's Summit City Hall and the lobby at the Lee's Summit Police Department. Please provide information with regard to this service including any revenue sharing opportunities. No volumes are available; this would be a new service for customers and employees.

4.4.6 Check Conversion (POP). Currently the City deposits all paper checks. We wish to consider remote deposit by means of converting check payments made over the counter (via scanning equipment) to an ACH payment. In lieu of ach conversion, the City may also consider remote deposit through check imaging software. Please provide information regarding this system, pricing and equipment needs, as well as a cost comparison to alternative methods

4.4.7 Payroll Cards. Currently, the City offers ACH credits (direct deposit) for all full-time, permanent employees for our bi-weekly payroll. For temporary, seasonal and others who would choose, please provide information and pricing for payroll cards.

Please furnish startup costs for cards, replacement cost for cards, and other charges applicable for both employer and employee.

4.4.8 Fraud Prevention. Describe any training or services offered to prevent fraud via credit cards, wires, ach, etc to protect City of Lee's Summit resources.

5. LOCKBOX SERVICES REQUIRED:

The City of Lee's Summit is seeking proposals from qualified banking institutional firms/providers to provide lock box & EDI services for the City of Lee's Summit, Missouri. Although specific requirements are shown in the Scope of Services section, qualified banking institutional firms or providers are invited to include in their responses any additional services which they feel should be provided. City is currently using lockbox services but reserves the right to terminate this portion of services upon proper notice to bank.

5.1 Description of Operations/Background:

5.1.1 The City of Lee's Summit, Missouri, is requesting competitive proposals on behalf of the Water Utilities Support Services Division for lock box services.

5.1.2 There are approximately 35,000 water utility invoices mailed monthly. The invoices are mailed in four (4) billing cycles on the 7th, 14th, 21st and 30th of each month. Payment due dates are on the 5th, 12th, 21st and 28th.

5.1.3 The current provider for the City's lock box operations processes an estimated thirty-three percent (33%) of the total water utility receivable. Water Utilities has provided payment options through Electronic Data Interchange. Water Utilities provides a 13 digit account number.

5.1.4 The City uses CIS Infinity by Advanced Utility Systems for utility service billing software.

5.1.5 Lee's Summit, Missouri is currently experiencing a projected annual growth of two hundred fifty (250) new water accounts.

5.1.6 City desires the ability to pre-note lockbox payments utilizing account file supplied weekly by Water Utilities to minimize unidentified payments.

5.1.7 Bank shall forward Non-payment mail from customer to Water Utilities (such as forwarding addresses, change of address, bankruptcy notifications, customer comments correspondence, etc).

5.2. Compliance Requirement: To be eligible to submit a proposal, all institutions must be a Federal or State Chartered financial institution and must be insured by Federal Deposit Insurance Corporation.

5.2.1 The City reserves the right to make on-site audits of the lock box operations as it relates to the City's lock box service. The audit shall be performed during normal business hour at a pre-arranged time.

5.2.2 The City desires that respondent shall pickup receipts a minimum of once **daily** at an agreed upon Post Office Box.

5.2.3 It is required that respondent shall be responsible for the safe keeping of all mail and items taken into its custody or that of its agents and shall maintain banker's bond insurance in the amount satisfactory to the City to cover risk.

5.2.4 Bank is required to process, balance, and deposit all receipts for the City daily.

5.3 The City requires that a daily, written summary of the proceeding business day's activity shall be transmitted to the City no later than 10:00 A.M.

- All daily activity shall be electronically transmitted to the City complete with Date, Sequence number, system generated receipt number, customer account number, and the amount. The City will provide the customer account number and the amount due in OCR form which can be scanned.
- Respondent must be able to retrieve and resubmit the daily electronic indexed file within twenty-four (24) hours, after the first attempt is made.
- Respondent must be able to resubmit a previous daily transaction within twenty-four (24) hours, after a request is made from the City.
- All documents, returns, and backup shall be provided for daily courier pickup by 9:00 A.M. for delivery to Lee's Summit Water Utilities before 10:30 A.M. the same day.

5.4 Transmission may take the form of a secured internet connection. The lock box service must provide support for communication and/or encryption software as it relates to making a secured connection.

5.5 The City requires that Respondent shall provide high quality digital imaging of all receipts and payment records. Payments shall be indexed.

5.6 The City desires that respondent provide a daily, written summary of Electronic Data Interchange funds of the day's business activity to be transferred electronically, no later than 10:00 A.M.

5.7 Respondent must have the ability to capture payments that are over 100% of the coupon and return the undeposited item to the City.

5.8 Any payments not identified by the Bank should be deposited and copies of the check and coupon sent to the City along with other daily media for processing.

5.9 Describe your Bank's disaster and back-up plans and capabilities.

5.10 Locality of respondent must be within the Kansas City metropolitan area. All documents, returns, and backup shall be provided for daily courier pickup by 9:00 A.M. for delivery to Lee's Summit Water Utilities before 10:30 A.M. the same day.

5.12 The respondent shall provide specifications for remittance envelopes and remittance coupons. Specifications shall include paper weight, standard envelope and paper sizes, required bar coding and print colors.

6. PURCHASING CARDS:

The City desires to enter into a contract with a qualified commercial financial institution for the provision of purchasing card (credit card) services for The City of Lee's Summit.

6.1 Issuance: The financial institution must provide a web-based system that allows the City to control all aspects of the City's procurement card program including but not limited to:

- Real time activation, de-activation of cards
- Real time reporting of cards lost or stolen
- Real-time update of dollar limits, velocity limits and MCC code restrictions for each card
- Real-time monitoring of transactions/card activity
- Ability to establish an organizational hierarchy of cardholders and supervisors
- Ability for supervisors to approve transactions on-line
- Ability to assign City cost center codes to each individual card. The ability to override the default cost center codes for an individual transaction should also exist
- Ability to run a wide variety of on-line reports related to cardholders, vendors, cost allocation, MCC codes, transaction detail and user authorities
- Ability to download statements and transaction reports to a .csv file for importation to the City's accounting system
- Ability to allow administrative access to all accounts online as well as allowing an individual cardholder's access to only their account or group of accounts

6.2 Issuance: The financial institution shall not issue any cards without the written approval of the City of Lee's Summit Card Administrator. Proposers shall indicate the processing time required to fulfill new card requests and the method of delivery of the card. There shall be no limit to the number of cards issued to the City of Lee's Summit. There shall be no fees for issuance or replacement issuance of a card. City of Lee's Summit employees receiving purchase cards shall not be required to submit to a credit check nor shall any credit information regarding the issuance of a card under this program be reported to any credit reporting agency or reflected on any City employee's credit reports.

6.3 Compatibility with Municipal Accounting System: Proposers shall be capable of providing all transaction records in an electronic file format compatible with that used by the municipality. Proposers shall submit the layout of their data structure so the data can be integrated with our current accounting application. If selected for an interview, proposer shall also submit sample data and the name of their technical contact person.

6.4 Liability: The municipality will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen beyond a maximum limit of fifty (\$50) dollars. The municipality will not accept liability beyond a maximum time period of twenty-four (24) hours after the contractor is notified of a lost or stolen card or that an unauthorized person has used a card. Proposers shall describe in detail the Municipality's liability under any contract written as a result of this RFP.

6.5 Card Format Design: The contractor shall provide cards designed for the City of Lee's Summit. The design shall be approved by the City and shall contain the following:

- The phrase "TAX EXEMPT" and the City's tax exempt number shall be printed on the face of the card
- The City's logo, as provided by the Card Administrator, shall appear on the front
- The contractor's toll-free customer service number shall be printed on the back of the card
- There shall be no references to ATMs on the card

6.6 Card Controls and Restrictions: The contractor shall have the ability to set restrictions and controls on individual cards. The proposer's card system software shall have the capability to allow the Card Administrator to initially set and later make changes to the restrictions and controls on individual cards, within the accepted limits. The Card Administrator shall also have the ability to activate certain cards, which are reserved for emergency use. These "emergency" cards shall have pre-defined restrictions and controls agreed upon by the municipality and the proposer. Maximum municipal-wide limitations for all cards shall be set in writing at the start of the contract and shall be changed only by written notification from the Card Administrator. The contractor's customer service representatives may not make changes to card limits without this notification. This notification may be provided in writing, by fax or electronic mail.

Individual controls shall be set at the time of card application but may be changed at a later time. Card controls may be changed only upon request from the Card Administrator.

These changes may be made through a web-based program management system, in writing, fax or electronic mail. A toll-free number shall be available to process these types of changes immediately. Proposers should indicate a timeframe for making individual card control changes.

The following controls and restrictions shall be available for all cards:

- Card activation status - ability to de-activate and re-activate cards in real-time
- Single transaction dollar limitation - Established per individual card, not to exceed the established individual cardholder maximum dollar limit
- Velocity limitation - Number of card authorizations per designated period-for example, a specified number of transactions per day or twenty-four (24) hour period
- Maximum dollar limitation per period - Maximum monthly dollar amount per individual cardholder
- Vendor and commodity blocking - Restrictions on the types of vendors authorized to accept the card and the types of commodities that may be purchased
- Cash advances - Complete prohibition of cash advances
- Approvals authorizing purchases – ability to restrict purchases on a card until authorization for a specific amount and purpose has been given by an approver. After the approved amount has been charged, no additional funds are available until and additional request is entered and approved
- Declining Balance Cards – option to establish cards with an initial balance amount that declines to \$0 as activity hits the card. These cards should also have the option of setting expiration date, after which, the card would no longer be active
- Please include in your proposal, detailed information regarding any services the Proposer's institution offers specifically related to travel expenditures. For example, is there specific reporting available for airline, lodging or car rental transactions? Does the Proposer's institution offer travel related services such as travel assistance, 24 hour roadside assistance or insurance coverage?
- Additional controls - As available from the contractor. Proposer shall describe any additional controls they have available

6.7 Training: The contractor shall provide training to the municipality as follows:

- Contract start-up training session - At the start of the contract, the contractor shall provide initial on-site training to municipal staff as designated by the Card Administrator. The initial training will address benefits and features of the card, billing procedures, available reports and the application process.
- Training materials - The contractor shall provide written materials that may be used by municipal department heads to train individual card users in the proper use of the card.
- Telephone support - The contractor shall provide the name and telephone number of a point-of-contact who will be available by telephone to answer questions that may arise during the municipality's training of staff or to provide brief training sessions by telephone to new department heads or cardholders. Proposers shall indicate the hours this sort of training will be available.
- Proposers shall describe any additional training programs or aids such as videos and on-line support and indicate their availability.

6.8 Billing Statements: Billing statements shall be provided on a monthly basis and be available online and ready to download. The city should have the ability to generate on-line statements as a single consolidated statement for all City transactions as well as individual cardholder statements. The billing statement shall contain at a minimum the following information:

- Card account number (truncated)
- Cardholder name
- The name of the merchant
- The date goods or services were purchased
- The cost for the goods or services
- Back-up documentation for each purchase shall be available upon request from the City. The proposal shall identify the timeframe required to provide back-up documentation and method required for request (i.e., online, telephone, email, fax, etc.).

6.9 Credit Card Processing Data Levels: Please specify in your proposal if the Proposer's institution offers Level 1, Level 2 and Level 3 credit card processing data. If the Proposer's institution does offer Level 2 and Level 3 data, explain how that data would be accessed by the City.

6.10 Payment: The proposal shall disclose all payment terms and options related to the payment cycle and grace period as well as a timeframe in which payments will be credited to the City's accounts. The City prefers to have the option to pay by check, ACH or wire transfer. The proposal should describe what payment methods are available, how they work, and what discounts, if any, would be available for prompt payment. The proposer should also indicate if payments can be made at a local branch for same-day credit within Lee's Summit city limits. Please specify in your proposal if the Proposer's institution offers Level 1, Level 2 and Level 3 credit card processing data. If the Proposer's institution does offer Level 2 and Level 3 data, explain how that data would be accessed by the City. If late charges will be assessed on late payments, the proposal shall describe, in full detail, their rate, how and when the charges would be invoked.

6.11 Administrative and Card Fees: The Proposal shall not charge any fees on the City Purchasing Card Program.

6.12 Rebates and Discounts: The proposal shall detail the structure for payment of volume-based rebates to entities based upon their individual usage of the procurement card. The proposal shall specify whether the rebate would be remitted to the City in the form of cash or through some other rebate mechanism. Incentive and prompt-payment discounts that encourage and reward the City for efforts to expand its procurement card program should also be discussed. Also include any discounts or rebates offered to vendors of the City for accepting City procurement cards.

6.13 Reports:

- Proposer shall provide reports that show daily transaction detail by card, and by the City as a whole. Reports should also be capable of showing transactions by vendor
- For transactions to merchants that are subject to Internal Revenue Service (IRS) 1099 reporting, the Proposer shall provide reports that identify these merchants and the corresponding transactions.
- Reports should be available directly to individual cardholders or City departments via an on-line website. The website should have security in place such that individual cardholders and City departments will only have access to their specific transaction information
- Reports should be available to administrator-level employees who will have access to all transaction information or selected groups of individual account information

6.14 Other Value Added Services: Identify any additional procurement card related services not otherwise identified in this RFP that the Proposer may offer to the City. The City requests that Proposers offer any optional or value added services or make any recommendations it believes would enhance the purchasing capabilities of the City. Specifically, the City wishes to consider using an image-based program to review and reconcile receipts provided by card users. Please provide details regarding methods and fees for such a program.

6.15 Customer Support: The financial institution shall provide customer support to the City of Lee's Summit Card Administrator and cardholders. This support shall include at a minimum:

- A toll-free customer assistance number and a toll-free telephone number for reporting lost or stolen cards. Proposers shall describe the availability of these assistance lines and the hours they are staffed.
- The name, title and telephone number of the customer account representative and alternate who would respond to inquiries by the Card Administrator.
- The name, title and telephone number of the technical representative and alternate who would respond to inquiries by the Card Administrator or the municipality's information technology staff.

6.16 Questioned/Disputed Items and Charge-backs: The financial institution shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Provisions for handling questioned/disputed items should include how to:

- o Contact the contractor to discuss questioned or disputed items
- o The City's account should be credited, pending resolution of the disputed item
- o Proposal should include a timeframe for processing charge-backs for items resolved in the municipality favor.

6.17 Changes in Cardholder or Municipality Accounts: The City of Lee's Summit Card Administrator may request changes to an individual card or all cards municipal-wide. Such changes may include changes to card spending limits, number of transaction limits, purchase restrictions, card name, cardholder billing address or telephone number and card unique identifier number (PIN). These changes may be made through a web-based program management system, in writing, fax or electronic mail. Proposers must offer a timeframe between receiving a change request and accomplishing the change. Proposers shall also detail how the request may be conveyed, by phone, fax, electronic mail, etc.

6.18 Lost or Stolen Cards: The cardholder and/or Card Administrator will immediately report lost or stolen cards to the contractor. The proposal will identify the notification methods available for terminating a lost or stolen card account. The Proposer shall provide for immediate cancellation and emergency issue of a replacement card, and shall make card cancellation available 24 hours a day, 7 days a week. The capability to report a card lost or stolen should be available through the web-based card management software or by telephone. The proposal shall specify the timeframe between receiving the report of a lost or stolen card and mailing a replacement card.

6.19 Card Termination: The Card Administrator may from time to time notify the contractor of card termination and cancellation. The proposal should identify the notification methods available for terminating a card account. Upon notification, the Proposer shall immediately cancel the appropriate card account(s). The capability to terminate a card should be available through the web-based card management software or by telephone. The proposal shall specify the timeframe between receiving the termination request and cancellation of the card account

7. CORPORATE TRUST SERVICES/PAYING AGENT/ESCROW SERVICES:

The purpose of this Request for Proposal is to enter into a contract with a qualified financial institution to furnish professional services as corporate trustee and paying agent for the City of Lee's Summit's bond issuances.

7.1 Eligibility Requirements: Only those institutions who meet the following minimum criteria are eligible to serve as Trustee for the City of Lee's Summit.

- 7.1.1 Be a corporation that is subject to federal supervision and audited by independent public accountants on an annual basis.
- 7.1.2 Have equity capital and surplus of at least \$100 million; and
- 7.1.3 Have experience as trustee of municipal obligations.

7.2 Scope of Services: The trustee selected will be responsible for providing the following services:

- 7.2.1 Account for required flows of funds, investments and yield tracking as required by the applicable trust indenture
- 7.2.2 Transact all receipts and disbursements as directed
- 7.2.3 Reconcile and confirm cash balances, investments and bonds outstanding
- 7.2.4 Prepare and confirm bond redemption calculations and monitor key dates and reporting requirements
- 7.2.5 Furnish current market information relating to the City of Lee's Summits assets in trust
- 7.2.6 Provide redemption notices and other notices and post to the Electronic Municipal Market Access (EMMA) as required under the Securities and Exchange Commission (SEC) secondary market disclosure rules
- 7.2.7 Provide all trust transaction information in electronic format. Train City of Lee's Summit staff on utilization of all electronic transaction and/or reporting systems
- 7.2.8 Provide monthly trust statements in electronic format
- 7.2.9 Perform paying agent functions including disbursement of funds and payment of all bond interest and principal to the Depository Trust Company (DTC) and other successor depository or to bondholders in the event the services provided by DTC are discontinued for any reason
- 7.2.10 Furnish trust transaction and balance information in electronic format to financial advisors, bond underwriters, rebate analysts and independent auditors as directed by the City of Lee's Summit
- 7.2.11 Furnish annual audited financial statements and annual Service Organization Control (SOC1) Report, or equivalent information
- 7.2.12 Respond to the City of Lee's Summit requests for additional information on a timely basis
- 7.2.13 Furnish such other trustee services as requested by City of Lee's Summit

PART II
INSTRUCTIONS TO RESPONDENTS

1. MINIMUM QUALIFICATIONS:

The banking institution shall have been established for at least five (5) years. All firms/companies used as sub consultants shall have been established for at least three (3) years. All subcontractors proposed for this project should be included in the initial response. The City will evaluate the qualifications of the proposal in its entirety, including subcontractors. The City expects the winning financial institution to be financially very strong and stable with a high quality credit rating.

2. SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- a. The firm's (lead firm and sub-consultants) experience in providing similar services to municipalities during the past five (5) years.
- b. Key personnel that will be assigned to the City's project, and their experience with similar projects.
- c. Applicable Resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.
- e. Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

Step Two: Short List Interviews

The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews will be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm after interviews, the City will negotiate the specific terms of the agreement including cost.

3. RESPONDENT COST TO DEVELOP PROPOSAL:

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

4. INSTRUCTIONS FOR RESPONDING TO THIS RFP:

Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date of April 10, 2015 at 10:00 AM local time. The proposal **must** be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (sub-consultants)
- g. Form No. 3 – Experience and References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.

- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.
Form No. 6A -- Total Cost Breakout to include all related cost associated with the complete project, personnel, total hours and service related expense.
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a Certificate of Insurance as described in PART III, Exhibit C, Insurance Requirements.

5. TERMS and CONDITIONS:

Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV, Exhibit D. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

6. CONFLICT OF INTEREST:

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the responding firm.

7. INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.

8. RENEWAL OPTION:

- a. The City reserves the right to negotiate this agreement for four (4) additional one-year renewal periods.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Procurement & Contract Services Manager or Department conducting this solicitation no less than sixty (60) days prior to the end of the agreement period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager or Department conducting this solicitation of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer or City staff conducting this solicitation shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.

9. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES _____ NO _____

INITIALS: _____

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant. The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

12.0 COMPLIANCE:

The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division prior to the issuance of an agreement:

12.1 To be provided with proposal submittal:

- Proposer must complete the proposal document in its entirety
- Form No. 1: Provider Profile
- Form No.2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Task/Personnel Breakdown
- Form No. 6B: Fee Schedule
- Form No. 6C: Service Related Direct Expenses
- Form No. 6D: Total Cost

12.2 To be provided prior to the issuance of an agreement:

- [Business License](#)
- Certificate of Insurance (COI) naming the City of Lee's Summit as additional insured under General Liability
- W-9 (new vendor only)
- [Work Authorization Affidavit \(if applicable\)](#)
- [E-Verify Signature page \(if applicable\)](#)

Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

12.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult:

<https://bsd.sos.mo.gov/BusinessEntity/BEsearch.aspx?SearchType=0>

12. SAMPLE AGREEMENT:

The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit an agreement which differs from the following example.

SAMPLE SERVICE AGREEMENT
FOR _____

This AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and _____, a _____ of the State of _____, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. _____ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; Insurance Requirements, attached hereto as Exhibit C; and General Conditions,

attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D, the terms of the Exhibits shall control.

3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$ _____). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis as Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. Agreement Term: The term of this Agreement shall be one (1) year from _____ through _____. The City may, at its option, renew the Agreement for up to four (4) one year renewal periods by giving written notice to the Service Provider

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City

ENCLOSURE I
PROPOSAL RANKING SHEET

A. SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Max Points	Score
1.	<p>Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	20	_____
2.	<p>Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	20	_____
3.	<p>Applicable Resources (FORM 1, 3, and 4) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 3, and 4 of the RFP</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	20	_____
4.	<p>Project Approach (FORM 2, 5 and 6) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 2, 5 and 6.</p> <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	30	_____
5.	<p>Cost (FORMs 7) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE II
INTERVIEW RANKING SHEET

B. SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

Evaluation Criteria	Max Points	Score
<p>1 Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	20	_____
<p>2 Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 	20	_____
<p>3. Applicable Resources (FORM 1, 3, and 4) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 3, and 4 of the RFP</p> <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	20	_____
<p>4. Project Approach (FORM 2, 5 and 6) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 2, 5 and 6.</p> <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere. 	30	_____
<p>5. Cost (FORMs 7) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page __
F.	PROJECT NARRATIVE: Form 2 provided	Page __
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page __ - __
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page __ - __
I.	REPURCHASE AGREEMENTS/INTEREST CALCULATIONS: Form 5 provided (This form must be signed and dated).	Page __ - __
J.	ANCILLIARY SERVICES: Forms 6 provided Form 6A: DISASTER AND BACKUP PLAN Form 6B: BASEL III & LIQUIDITY	Page __ - __
K.	COST: Forms 7 provided – SEE SEPARATE WORKBOOK	Attachment
L.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page __
M.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page __

FORM NO. 1: PROVIDER PROFILE

1. Lead Firm(s) (or Joint Venture) Name and Address:

1a. Firm/Provider is: _____ National _____ Regional _____ Local

1b. Year Firm/Provider Established: _____

1c. Licensed to do business in the State of Missouri: _____ Yes _____ No

1d. Name, title, telephone number and email address of Principal to contact:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? _____ Yes _____ No

FORM NO. 2: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach that is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview
- Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Please make note of any differences or exceptions that are being proposed to this scope of work
- Proposed communication process

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than three (3) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Estimated Cost (in Thousands) for Entire Project: \$ _____

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ _____

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firms / Providers responsibility in project: (Please give quantitative indications wherever possible).

Firms/ Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Firm with which associated:
- d. Years Experience:
With this firm _____ other firms _____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: REPURCHASE AGREEMENTS/INTEREST CALCULATIONS

1. Please state the minimum amount necessary to enter into a repurchase agreement and increments of investment thereafter.

2. Please state the method of arriving at the rate of interest.

3. Please specify the basis of calculation (360 day, 365 day, etc,) used to arrive at the daily investment return. Please include an example of this calculation using \$100,000 as an investment amount.

FORM NO. 6: ANCILLARY SERVICES

1. Accounts Payable Processing.
2. Balance Reporting
3. Imaging
4. EFTPS
5. ATM Machines
6. Check Conversion (POP)
7. Payroll Cards
8. Fraud Prevention

FORM NO. 6A: DISASTER AND BACKUP PLAN

Please use this space to describe your bank's disaster backup plans and capabilities. The City of Lee's Summit must have access to cash, securities and information at all times.

FORM NO. 6B: BASEL III & LIQUIDITY

Please discuss how City of Lee's Summit accounts could be affected by Basel III implementation at your institution.

FORM NO. 7A: TOTAL COST - BANKING/LOCKBOX SERVICES & MERCHANT CARD SERVICES
SEE SPREADSHEET

Schedule	Cost
Fee Schedule 7A1.1 – Banking Services	
Fee Schedule 7A1.2 – Merchant Services	
Other Value Added Options	

TOTAL COST \$ _____

Numeric

_____ **Use Words - Dollars/Cents**

FORM NO. 7B: TOTAL COST - OTHER SERVICES
SEE SPREADSHEET

Schedule	Cost/Reveue
Remote Deposit	
Trust Services	

Company Name

Address

City/State/Zip

Telephone # Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

**PART III
EXHIBIT C
INSURANCE REQUIREMENTS**

1. General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance, Cyber Liability, and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability and Cyber Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 10 30 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- D. Bankers Professional Liability. Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$4,000,000 each claim and \$4,000,000 annual aggregate.

The Policy shall cover, or be endorsed to cover, economic losses resulting from mistakes committed in providing financial services and any other services required under this Agreement, including, but not limited to, acting as a wire transfer; trustee under a bond indenture; and providing electronic data processing services. Such policy shall have a reporting period of at least two years after the date of termination of this Agreement.

- E. Cyber Liability Insurance. Contractor shall maintain Cyber Liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- F. Umbrella Insurance. Contractor shall carry and maintain Umbrella/Excess Liability insurance with an unimpaired limited of not less than \$2,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of the insurance policies required in this Agreement.

3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

PART IV
Exhibit D
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this proposal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposal. All proposals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request For Proposal prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** A proposal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A proposal may be withdrawn by signed, written notice. 2. A proposal may also be withdrawn in person by the proposer or its authorized representative who provides proper identification. 3. A proposal may be withdrawn via email by the proposer or its authorized representative. A proposal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A proposal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the proposer or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposal prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this contract. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** 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. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider 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 agreement. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **Davis Bacon Act:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.