



Issue: A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH COMMERCE BANK FOR PURCHASING CARD SERVICES.

Date: SEPTEMBER 7, 2021

Submitted By: Jennifer Evans, Director of Finance

Background

The City submitted an RFP (Request for Proposal) for Banking and Purchasing Card services on July 15, 2021. This request was structured in such a way as to allow the City to contract with two separate banks – one for banking services and one for purchasing card services if it was most advantageous to the City.

Analysis

After reviewing all proposals, Commerce Bank was selected for their Purchasing Card Program based on an evaluation of qualifications. This contract will go into effect October 1, 2021 for an initial three year term with two optional one year extensions.

Recommendation

Staff recommends the passage of this resolution.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING
THE PROPOSAL OF COMMERCE BANK FOR PURCHASING CARD
SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR
TO EXECUTE A CONTRACT FOR SAME.**

WHEREAS City staff, pursuant to the City's adopted purchasing procedures (Resolution 2019-113), as amended, have solicited proposals from qualified firms for the provisions of Purchasing Card services on behalf of the City; and

WHEREAS after reviewing all submitted proposals, City staff has determined that Commerce Bank ("Contractor") provided the best proposal for the service; and

WHEREAS City Council desires to award the Contract for the Project to the Contractor and to authorize the City Administrator to execute the Contract attached hereto as "Resolution Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized to enter into the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," on behalf of the City. Said Contract shall be in substantially similar form to the document attached hereto as "Resolution Exhibit A." The City Administrator is further authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS 13TH DAY OF SEPTEMBER 2021.

ATTEST:

CITY CLERK

PRESIDING OFFICER

RESOLUTION NO. 2021-093

47 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.**
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50 **ATTEST:**
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52 _____
53 **CITY CLERK**
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MAYOR

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56 **APPROVED AS TO FORM:**
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58 _____
59 **CITY ATTORNEY**

RESOLUTION EXHIBIT A

**PROFESSIONAL SERVICES CONTRACT
Purchasing Card Services**

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") by and between Commerce Bank, located at 1345 E. Battlefield Rd., Springfield, MO, a banking institution ("Contractor") and the City of Nixa, a Constitutional Charter City of the State of Missouri ("City"), is made and entered into upon the date of execution of the Agreement by all parties.

WHEREAS City issued a Request for Proposals (RFP-042-2021/Finance) for professional services related to providing certain services to the City; and

WHEREAS Contractor has submitted a proposal in response to said RFP; and

WHEREAS after due consideration, the City has accepted the proposal of the Contractor; and

WHEREAS City and Contractor desire to enter into this Agreement whereby the Contractor shall undertake the performance of the services contemplated herein for Purchasing Card Services.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the City and the Contractor hereby agree as follows:

1) Contract Documents. This Agreement shall consist of the following documents, attachments, and exhibits:

- a. This Executed Agreement
- b. RFP-042-2021/Finance, and any addenda (Exhibit A)
- c. Appendix B - Purchasing Card Program

The Agreement shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provision contained in RFP-042-2021/Finance shall control, followed by the Executed Agreement, then the Contractor's Schedule of Fees.

2) Term. The term of this Agreement shall be five years, beginning on the date of execution by both parties.

3) Scope of Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in Exhibit B with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services.

Contractor represents and warrants that it is equipped, competent, and able to perform, and that it will perform all purchasing card services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of the Contractor's profession.

Contractor shall provide all supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for

the proper completion of the services which are particularly described as set forth in RFP-042-2021/Finance (the "Services").

All Purchasing Card Services shall be performed and provided in conformance with all applicable policies of the City, and all applicable federal and state laws and regulations.

The City, upon agreement of the Contractor may add Services to the Scope of Services. Such added Services shall be evidenced by a written instrument signed by both parties. The City may delete items from the Scope of Services at any time and at the sole discretion of the City.

4) Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of this Agreement such amounts as are set forth in the Contractor's Schedule of Fees, said Schedule being attached hereto and incorporated by this reference as "**Appendix B.**"

5) Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity, or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6) Other Representations, Warranties, and Other Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Purchasing Card Services and has provided Services such as the ones to be performed under this Agreement to other municipalities or private enterprises and that the Contractor has sufficient expertise, knowledge, information, and data, and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer.

7) Amendment; Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

8) Contractor's Liability Insurance. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage's not less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo, as said section may be amended. Insurance policies providing the required coverages shall be with companies licensed to do business in the State of Missouri. All costs of obtaining and maintaining insurance coverages shall be borne by the Contractor.

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for the term of this Agreement.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the Services. The certificates must list the City as an additional insured on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Nixa, 715 W. Mt. Vernon, PO Box 395, Nixa MO 65714". The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty days written notice to the City.

9) Termination.

- a. Termination for breach.** Failure of the Contractor to fulfill any of Contractor's obligations under this Agreement in a timely and satisfactory manner shall constitute breach of this Agreement. The City shall thereupon have the right to immediately terminate this Agreement with sufficient notice. The City shall give written notice of the termination to the Contractor.
- b. Termination for Convenience.** The City shall have the right at any time to give sufficient written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and Contractor shall immediately stop upon issuance of such notice. In such event, City shall not be liable to Contractor except for the payment for actual work performed prior to such notice.

10) Notices. Any notice required to be provided under this Agreement shall be sent via U.S. Mail or via e-mail. Notices shall be effective when received at the address as specified below. All such notices shall be sent to each party at the address below, or to such other address as designated by such party, in writing:

IF TO THE CITY: City of Nixa
 ATTN: Stephanie Ewing, Purchasing Manager
 PO Box 395
 Nixa, MO 65714
 E-mail: sewing@nixa.com

IF TO CONTRACTOR: Name & Title: _____
 Company Legal Name: _____
 Address: _____
 Email: _____

11) Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

Independent Contractor. Contractor shall be and operate as an independent contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of the Contractor and shall not be deemed employees of the City in any respect.

12) Compliance with Laws. Contractor shall comply with all applicable City Ordinances and all other applicable laws and regulations, whether State or Federal, including without limitation, unemployment and workers' compensation, occupational safety, equal employment, and wage and price laws, insofar as applicable to the performance of this Agreement.

13) Subcontracts and Assignment. The Contractor shall not subcontract or assign any of the Services to be performed by it hereunder without the express written consent of the City. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

14) Indemnification.

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract. Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Agreement, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Contractor.

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

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

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

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

Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

15) Nondisclosure and Confidentiality. The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

16) Multi-year contracts and Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement shall terminate at the end of the then current fiscal year as if terminated expressly and mutually by both parties. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

17) Accounting. During the term of this Agreement, the Contractor shall maintain books and

accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

18) Other Contractors. Nothing in this Agreement shall be construed as prohibiting the City from contracting with other Contractors to provide any of the Services provided for herein.

19) Work Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Purchasing Card Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to City any documents, and work product, whether printed or electronic.

20) Compliance with Immigration Statutes. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an Affidavit of Participation in Federal Work Authorization Program affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

21) Governing Law and Jurisdiction. This Agreement and every question arising hereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in Christian County, Missouri.

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

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

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

23) Entire Agreement. This Agreement, including Exhibit B, shall constitute the

Agreement between the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and specifically referring hereto.

24) City's Representative. The City Administrator is hereby designated as the City's authorized representative for purposes of this Agreement. The City Administrator is charged with providing any approvals and exercising any rights of the City under this Agreement, including the approval of any renewal terms contemplated herein.

(Remainder of page intentionally blank. Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR:

CITY OF NIXA, MISSOURI

Signature.

Jimmy Liles, City Administrator

Printed Name.

Approved as to form:

Title

Nick Woodman, City Attorney

Date.

CERTIFICATE OF FINANCIAL OFFICER

ATTEST:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Signature.

Name.

Jennifer Evans, Director of Finance

Title.

Date

**REQUEST FOR PROPOSALS (RFP) TO PROVIDE BANK DEPOSITORY
SERVICES**

RFP #: RFP-042-2021/Finance

OWNER: City of Nixa

CONTACT: Stephanie Ewing, Purchasing Manager

PHONE: 417-449-0555

SERVICE: Bank Depository Services

ISSUE DATE: July 15, 2021

DELIVERY ADDRESS: Nixa Public Works
Stephanie Ewing 1111 W. Kathryn
Nixa, MO 65714

BID OPENING DATE: August 16, 2021 @ 10:00 AM CDT

SUBMITTING A PROPOSAL: A vendor submitting a Proposal as part of this Request for Proposal ("RFP") shall follow the instructions below. Failure to adhere to these instructions may lead to rejection of Proposal.

Proposals must be submitted in a sealed container box, envelope, etc., addressed in the following manner:

Middle of Envelope: City of Nixa Purchasing
Attn: Stephanie Ewing
1111 W. Kathryn
P.O. Box 395
Nixa, MO 65714

Bottom Right Envelope: RFP- 042-2021/Finance
August 16, 2021 @10:00AM

Vendor must submit one (1) original, bound copy and one (1) electronic copy signed in ink by a person authorized to bind company in agreements.

All proposals, whether mailed or hand delivered, must be received at the above address no later than August 16, 2021 @ 10:00 AM (local time). Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified

(RFP REQUIREMENTS CONTINUE ON NEXT PAGE.)

RFP REQUIREMENTS.

1. **SUMMARY.** The City of Nixa invites full-service banks that are Federal or State of Missouri chartered, and have full service locations within the city limits of Nixa to provide comprehensive day-to-day depository and banking services. This Request for Proposal (RFP) is intended to cover all operating accounts, banking services, safekeeping requirements, and overnight investment of surplus cash in bank balances. The investment of funds in long-term vehicles (six months or greater) will be placed by competitive bids at time of maturities or in the event of surplus and is separate from this RFP. The City is also seeking proposals for the optional service of a Purchasing Card Program. The City reserves the right to enter into separate agreements for this optional banking service.

- 1.1. **CURRENT BANKING SERVICES.** The City currently maintains four (4) separate bank accounts to process receipts and payments. Please see **Appendix C** for a description of each account and the volume of activity.

The City's operating accounts include a variety of activities consisting of various revenue receipts, such as utility receipts, tax receipts, and payments consisting of checks, wires and EFT transfers.

The City currently has online access to all accounts with the ability to initiate ACH payments.

2. SCOPE OF WORK.

- 2.1. **Required Banking Services:** The Depository must provide the following banking services without charge. Please review the following required services and complete the Depository Proposal, **Appendix A**, making notation whether you can comply. Describe any proposed changes, deviations, or any additional features that would be included at no additional cost.

- 2.1.1. **Account Maintenance.** All deposits of the City shall be placed in an interest-bearing account. Currently, the City maintains one general checking account, two money market accounts and one small business checking account. The City requires the option to create additional accounts as required.

- 2.1.2. **Monthly Statements.** Monthly bank statements for the full calendar month must be made available to the City no later than five (5) business days after the end of the month. Detailed bank statements with front and back check copies or document images must be provided. The City also requires online access to account information.

- 2.1.3. **Deposits.** Deposits are made at the end of each business day. Cash deposits total approximately 900 deposits per year representing approximately \$17,000,000

- 2.1.3.1. The Bank shall provide imprinted deposit slips for each account.
 - 2.1.3.2. The Bank shall provide 20 locking bank bags.
 - 2.1.3.3. The City shall have the availability to view item details of deposits.
 - 2.1.3.4. All checks must be presented two times before a check is returned.
 - 2.1.3.5. If remote deposit is available, please so state.

- 2.1.4. Availability of Funds Deposited.** The City desires to know the collected funds availability schedule for its deposits. These deposits include checks, money orders, cash, ACH credits, and wires from local, regional, and out of state banks. The City requires updates as the schedule changes.
- 2.1.5. Check Clearing.** An average of 242 checks are cleared each month through the four City Accounts.
- 2.1.5.1.** The Bank shall provide imprinted checks (stock at option of the City).
 - 2.1.5.2.** The City is not to be charged for stop payments.
 - 2.1.5.3.** The Bank will pay all checks issued against the account even if payment creates an overdraft to the account. The Finance Director or designee will be notified about any overdrafts within 24 hours of the occurrence, at which time the City agrees to cover the overdraft. The Bank will not charge a fee for overdrafts.
- 2.1.6. ACH Received/Processed.** The Bank must be both a sending and receiving bank on the Automated Clearing House system to accommodate payroll direct deposit, other payments, and incoming revenue to the City. The City processes payroll on a by-weekly basis and originates approximately 4,500 payroll-related ACH transactions per year. The City service 10,000 utility customers; approximately 20% of those customers use ACH debits to make monthly payments.
- 2.1.7. Credit Cards.** The City receives credit card payments for various services; most transactions are processed by a third-party vendor. Elavon is used to process utility payments and park activity transactions. The volume of these transactions average \$841,000 monthly. Our current Bank provides a terminal and transaction processing for all Point-of-Sale transactions taken at City Hall. The average monthly volume of these transaction is \$12,300. Please detail charges and processes to accept these payments in Appendix A.
- 2.1.8. Wire Transfers.** The City prefers the ability to execute wire transfers either by phone or by Internet at the option of the City.
- 2.1.9. Online Banking Services.** The City requires online banking services. Please provide a description of the banks online products and services. This online access should include security measures to insure protection of the City's information. At a minimum, the City requires the following online banking services.
- 2.1.9.1.** Current day's balance (activity and credits)
 - 2.1.9.2.** Daily balance reporting available by 8:00 am the following business day.
 - 2.1.9.3.** Detailed debit and credit postings.
 - 2.1.9.4.** Initiation of regular recurring wire transfers.
 - 2.1.9.5.** Initiation of ACH debit and credit transactions.
 - 2.1.9.6.** Placement of Stop Payment orders.
 - 2.1.9.7.** Ability to create reports for above transactions.
 - 2.1.9.8.** Multi-level security for various City staff.
 - 2.1.9.9.** No fee should be associated with online banking services.

2.1.10. Stop Payment Process. The City will require the bank to issue
stop Page 3 of 18

payments including stale date check stop payments upon telephone or online communications from authorized City personnel.

2.1.11. Designated Account Liaison. The City will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bank, and be able to resolve any problems or issues that may arise.

2.1.12. Record Retention. The bank shall maintain all transaction records with the City for the term of ten (10) years following transaction date.

2.1.13. Employee Payroll. The City of Nixa requires all employees to enroll for direct deposit. The bank must be able to provide employee payroll using ACH payments. The City currently has 150 full time employees and 125 parttime and seasonal employees.

2.1.14. Banking Supplies. The bank will provide lockable or disposable money bags, preprinted security checks and printed deposit slips for all accounts at no charge to the City.

2.1.15. Returned Items. The City requires prompt notification of returned items whether checks or ACH. This notification should include an image of the item if it is a check or a detailed description (including customer's name, date and amount) if it is an ACH. In either case, the reason for the return should be included. There should be no fee associated with returned items.

2.1.16. Collateralization. For the protection for the City's deposits, the City requires pledged collateral.

2.1.16.1. The Depository shall at all times maintain securities as pledged collateral in an amount equal to 105% of the amount on deposit with the depository, less the amount which is an insured deposit pursuant to the Federal Deposit insurance Act, as amended.

2.1.16.2. The depository shall maintain such collateral with a disinterested banking institution chartered under existing Federal and State of Missouri laws. The depository and the disinterested banking institution must agree to execute a Collateral Pledge Agreement which provides that the disinterested banking institution would immediately surrender the pledged collateral to the City and the City shall have the right to convert such collateral into cash and dispense it in the event the depository shall fail to pay any City deposit or part thereof.

2.1.16.3. If at any time pledged securities are not satisfactory to the City for deposits made as provided by laws, the City may require additional or substitute securities be pledged as are satisfactory to it.

2.1.16.4. Pledged securities may from time to time be withdrawn and other securities of like kind and character may be substituted with the consent of the City prior to the action. The custodian bank shall confirm in writing the receipt, substitution, and release of securities to and from the custodial account.

2.1.16.5. Securities pledged as collateral shall be evidenced with safekeeping receipts to be received by the City. The City will release safekeeping receipts by signing same and forwarding to the banking institution upon request and receipt of confirmation that the substitute securities have

been received by the disinterested banking institution.

2.2. Optional Banking Services. The City requests the proposing banks to offer any optional services or make any recommendations it believes would enhance the cash management capabilities of the City. All proposing banks are encouraged to make suggestions or add additional information not requested in this proposal. Banks are encouraged to describe factors that distinguish their institutions from potential competitors. However, all respondents must submit a proposal on all required services in the proposal format provided. Failure to submit proposals on required services will result in elimination from consideration.

2.2.1. Investments. The City may request bids from local banking and investment institutions for certificates of deposits. This is a competitive bid process and the contracted banking institution is encouraged to provide bids on these investments, but such investments will not be held exclusively by the contracted institution. Please provide current rate quotes in **Appendix A**.

2.2.2. Purchasing Card. The City currently utilizes approximately 27 purchasing cards. The average monthly amount spent on purchasing cards is \$12,200.

The City reserves the right to enter into separate contracts for optional banking services.

3. INTERPRETATION TO RESPONDENT.

A prospective respondent, who is in doubt as to the meaning of any part of this RFP or any addenda thereto, may submit a written request for interpretation. Such requests shall be addressed to:

City of Nixa
Attn: Stephanie Ewing (Purchasing Coordinator)
715 W. Mt. Vernon St.
P.O. Box 395
Nixa, MO 65714
Email: sewing@nixa.com

Any such interpretation will be made by written addendum. The City shall not be responsible for any explanation or interpretation of proposed document other than by such an addendum. Any addenda must be acknowledged in the proposal and will become a part of the Contract Documents. Failure to acknowledge all addenda issued in the proposal will constitute grounds for rejection of that proposal.

All requests for interpretation must be received by the Purchasing Coordinator no later than five (5) calendar days prior to the proposal opening date. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

Any and all addendums will be posted on the City's web site (nixa.com) under Current Bid Opportunities on the Purchasing page. Though the City will try to notify all prospective bidders if an addendum is posted, it shall be the responsibility of the bidder to check for and obtain addendums prior to the bid submission date. Receipt of an addendum to this RFP must be acknowledged by respondents. Respondents shall endorse their acknowledgement of said addendum by signing and returning the addendum with bid response.

4. VENDOR RESPONSE REQUIREMENTS. In order for your response to this RFP to be

considered complete, information submitted in response to this RFP shall include:

4.1. Company Overview

4.1.1. Bank name and contact info

4.1.1.1. Contact person for this RFP

4.1.1.2. Mailing address

4.1.1.3. Phone numbers

4.1.1.4. Email address

4.1.2. Year established and former Bank name(s) if applicable.

4.1.3. Brief company overview and number of years providing banking and cash management services, especially to public sector clients.

4.1.4. Differentiators that set your solutions/services apart from your competitors.

4.1.5. One-source vendors are preferred. If utilizing subcontractors for any portion of the RFP requirements, provide subcontractor company information and key personnel involved.

4.1.6. Bank agrees to notify City of any new or modified services offered by the bank that would be beneficial for the City.

4.1.7. Bank agrees to notify the City in advance of a change in senior relationship managers.

4.1.8. Bank agrees to provide the City with annual financial statement upon request.

4.1.9. Bank is an institution eligible to be a depository of public funds under Missouri Statutes.

4.2. Pricing Information

4.2.1. Return a copy of **Appendix A – Pricing Page for Banking Services** with an 'X' in the appropriate blanks.

4.2.2. Return a copy of **Appendix B – Purchasing Card Program** filled out completely.

4.3. Contact Information

4.3.1. How should we contact you if we decide we want to learn more about your proposed services?

4.4. Signature on Proposal

Proposal must be signed in ink and include the full business address of the respondent.

Proposal by partnerships must be signed in the partnership name by one or more of the general partners. Proposal by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

5. TERMS & CONDITIONS.

5.1. Contract Term

The City of Nixa's award of any "Banking Services" agreement(s) shall be for a period of Three (3) years. The agreements may be extended for two (2) additional one year extensions.

5.2. Errors in Proposal

Each Consultant must carefully examine his proposal prior to submission. Failure to do so is at the Consultant's risk. Consultant is responsible for any errors contained therein.

Claim of oversight is not a basis for permitting withdrawal of a proposal after opening.

5.3. Proposal Withdrawal

Proposal may be revised, modified, or withdrawn by the bank at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the Bids are opened, they shall be irrevocable for a period sixty (60) days. Bids shall not be withdrawn or revised after opening.

5.4. Conditions Affecting the Work

Each respondent should take such steps as thought necessary to ascertain the nature and location of the work and any peculiar local conditions, which can affect the work or its cost. Failure to do so will not relieve the respondent of their responsibility for proper estimation of the difficulty or cost of the work.

The City of Nixa assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Proposal Documents, including addenda.

5.5. Conflict of Interest.

The submission of a proposal pursuant to this request shall be deemed a certification that, to the best of the respondent's knowledge, no employee of the City of Nixa or City Council member has any direct or indirect financial interest in any agreement, contract or proposal for work or supplies to be furnished to the City of Nixa. Respondent further certifies that such respondent has not and will not, directly or indirectly, enter into any agreement, or understanding; participate in any collusion; or otherwise take any action in restraint of free competitive pricing in connection with such agreement, contract or Proposal; nor will respondent knowingly provide gratuities to City of Nixa employees or Council members, or to their family members. Respondent shall require all subcontractors (at all tiers) to be bound by this conflict-of-interest provision.

5.6. Insurance.

The vendor contracted by the City shall secure and maintain insurance at its own cost and expense, throughout the duration of the contract agreement. This insurance shall remain in

force for the full duration of any contract or contract renewal with City of Nixa. The insurance shall be of such types and in such amounts as may be necessary to protect the respondent and the interest of the City of Nixa against all hazards or risks of loss as specified by the City or which may arise out of the contracted services.

5.7. Clarification of RFP

Respondents may be required to clarify their proposal or further explain the functions of the services proposed. Any clarification will be in writing by the respondent and will be considered part of the proposal. Refusal by a respondent to comply with this requirement will be cause for rejection of the proposal.

5.8. Sub-contractors

The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP. The City will consider the selected vendor to be the sole point of contact regarding payment of any and all charges resulting from contract obligations. It will be the responsibility of the vendor to verify completeness of each order, and its suitability to meet the needs of the City.

The awarded vendor will be the prime contractor in all matters. All sub-contracting must be approved by the City in writing. Prime contractor assumes all responsibility for subcontractor and will be the sole interface with said subcontractor.

5.9. Contract

This RFP does not commit the City of Nixa to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for additional services or supplies. The City reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFP, if it is in the best interest of the City to do so.

The vendor must provide requested services in compliance with federal, state and local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The vendor shall indemnify and hold harmless the City and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

Each vendor, by signing and returning this proposal, stipulates that he/she has read, understands, and will comply with all provisions of this RFP.

If respondent has a standard contract, such standard contract should be forwarded as part of this RFP. The contract will be subject to review by legal counsel of the City as to legality of form and compliance with state, local, and federal laws.

The City has attached a sample contract document to this RFP as "Attachment A." The City intends to utilize the document referenced as "Attachment 1" when contracting with the selected respondent. Respondents shall include with their proposal any objections or requested

modifications to this document. The City will consider such objections and requests when considering whether to award a contract as part of this RFP.

6. EVALUATION OF PROPOSAL

The City Administrator and other city staff as selected by the City Administrator will evaluate all proposals submitted and compare them to the evaluation factors to determine professional qualification(s) to fulfill the needs of the City of Nixa. Proposals will be scored according to the scoring legend below.

Proposal evaluation factors to be considered are:

Scoring Legend	Possible Points	Points Awarded
Compensation/Interest rate on the accounts	30	
Scope of services offered.	20	
Cost of services	20	
Relevant experience managing similar accounts and services with public sector and/or large commercial clients	10	
Experience, resources, and qualifications of the financial institution and individuals assigned to this account	5	
Financial strength of proposing institution	5	
Adequacy of financial controls and protection against loss	5	
Completeness of Proposal	5	
Total:	100	

The City of Nixa reserves the right to reject any or all proposals or any part thereof and to accept in whole, or in part, such proposals as may be deemed in the best interest of the City. City staff will recommend City Council award a contract to the bank which best fits the needs of the City.

7. SIGNATURE.

When submitting proposals, firms shall include the following signature block as part of their submittal:

The undersigned declares that all interested principals are named herein. The undersigned further declares that no other person or firm has any interest in the proposal or agreement to be entered into and that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The respondent recognizes that the City of Nixa reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has taken into account each provision of all of said Proposal Document:

Signature of Respondent:

By: _____

Title: _____

Date: _____

City of Nixa
Statement of No Proposal RFP-042-2021/Finance

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO: August 16, 2021.

TO: City of Nixa Stephanie Ewing
P.O. Box 395
Nixa, MO 65714
Fax it to 417-725-2480 or email: sewing@nixa.com

We the undersigned, have declined to submit a proposal for: Website, App & Related Software Integrations, for the following reasons.

- ☐ Insufficient time to respond to invitation.
- ☐ We do not offer this product/s or equivalent.
- ☐ Unable to meet specifications.
- ☐ Unable to meet insurance requirements.
- ☐ Our schedule would not allow us to perform.
- ☐ Specifications unclear (please explain below).
- ☐ Other (Please specify below).

Additional remarks:

Vendor Information:

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") by and between _____, a _____ ("Contractor") and the City of Nixa, a Constitutional Charter City of the State of Missouri ("City"), is made and entered into upon the date of execution of the Agreement by all parties.

WHEREAS City issued a Request for Proposals (RFP-042-2021/Finance) for professional services related to providing certain services to the City; and

WHEREAS Contractor has submitted a proposal in response to said RFP; and

WHEREAS after due consideration, the City has accepted the proposal of the Contractor; and

WHEREAS City and Contractor desire to enter into this Agreement whereby the Contractor shall undertake the performance of the services contemplated herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the City and the Contractor hereby agree as follows:

1) Contract Documents. This Agreement shall consist of the following documents, attachments, and exhibits:

- a. This Executed Agreement
- b. RFP-042-2021/Finance, and any addenda (Exhibit A)
- c. Appendix A- Pricing Page for Banking Services
- d. Appendix B- Pricing Page for Purchasing Card Services

The Agreement shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provision contained in RFP-042-2021/Finance shall control, followed by the Executed Agreement, then the Contractor's Schedule of Fees.

2) Term. The term of this Agreement shall be five years, beginning on the date of execution by both parties.

3) Scope of Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in Exhibit A with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services.

Contractor represents and warrants that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of the Contractor's profession.

Contractor shall provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in RFP-

042-2021/Finance (the "Services").

All Services shall be performed and provided in conformance with all applicable policies of the City, and all applicable federal and state laws and regulations.

The City, upon agreement of the Contractor may add Services to the Scope of Services. Such added Services shall be evidence by a written instrument signed by both parties. The City may delete items from the Scope of Services at any time and at the sole discretion of the City.

4) Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of this Agreement such amounts as are set forth in the Contractor's Schedule of Fees, said Schedule being attached hereto and incorporated by this reference as "**Appendix A.**"

5) Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity, or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6) Other Representations, Warranties, and Other Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Services and has provided Services such as the ones to be performed under this Agreement to other municipalities or private enterprises and that the Contractor has sufficient expertise, knowledge, information, and data, and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer.

7) Amendment; Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

8) Contractor's Liability Insurance. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage's not less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo., as said section may be amended. Insurance policies providing the required coverages shall be with companies licensed to do business in the State of Missouri. All costs of obtaining and maintaining insurance coverages shall be borne by the Contractor.

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for the term of this Agreement.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the Services. The certificates must list the City as an additional insured on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Nixa, 715 W. Mt. Vernon, PO Box 395, Nixa MO 65714". The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty days written notice to the City.

9) Termination.

- a. Termination for breach.** Failure of the Contractor to fulfill any of Contractor's obligations under this Agreement in a timely and satisfactory manner shall constitute breach of this Agreement. The City shall thereupon have the right to immediately terminate this Agreement with sufficient notice. The City shall give written notice of the termination to the Contractor.
- b. Termination for Convenience.** The City shall have the right at any time to give sufficient written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and Contractor shall immediately stop upon issuance of such notice. In such event, City shall not be liable to Contractor except for the payment for actual work performed prior to such notice.

10) Notices. Any notice required to be provided under this Agreement shall be sent via U.S. Mail or via e-mail. Notices shall be effective when received at the address as specified below. All such notices shall be sent to each party at the address below, or to such other address as designated by such party, in writing:

IF TO THE CITY: City of Nixa
 ATTN: Stephanie Ewing, Purchasing Manager
 PO Box 395
 Nixa, MO 65714
 E-mail: _____

IF TO CONTRACTOR: Name & Title: _____
 Company Legal Name: _____
 Address: _____
 Email: _____

11) Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

Independent Contractor. Contractor shall be and operate as an independent contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel

engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of the Contractor and shall not be deemed employees of the City in any respect.

12) Compliance with Laws. Contractor shall comply with all applicable City Ordinances and all other applicable laws and regulations, whether State or Federal, including without limitation, unemployment and workers' compensation, occupational safety, equal employment, and wage and price laws, insofar as applicable to the performance of this Agreement.

13) Subcontracts and Assignment. The Contractor shall not subcontract or assign any of the Services to be performed by it hereunder without the express written consent of the City. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

14) Indemnification.

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

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

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

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

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

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

Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency

including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

15) Nondisclosure and Confidentiality. The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

16) Multi-year contracts and Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement shall terminate at the end of the then current fiscal year as if terminated expressly and mutually by both parties. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

17) Accounting. During the term of this Agreement, the Contractor shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

18) Other Contractors. Nothing in this Agreement shall be construed as prohibiting the City from contracting with other Contractors to provide any of the Services provided for herein.

19) Work Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to City any documents, and work product, whether printed or electronic.

20) Compliance with Immigration Statutes. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an Affidavit of Participation in Federal Work Authorization Program affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

21) Governing Law and Jurisdiction. This Agreement and every question arising hereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in Christian County, Missouri.

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

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

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

23) Entire Agreement. This Agreement, including the Exhibit A, and Exhibit B, shall constitute the entire Agreement between the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and specifically referring hereto.

24) City's Representative. The City Administrator is hereby designated as the City's authorized representative for purposes of this Agreement. The City Administrator is charged with providing any approvals and exercising any rights of the City under this Agreement, including the approval of any renewal terms contemplated herein.

(Remainder of page intentionally blank. Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR:

CITY OF NIXA, MISSOURI

Signature.

Jimmy Liles, City Administrator

Printed Name.

Approved as to form:

Title

Nick Woodman, City Attorney

Date.

CERTIFICATE OF FINANCIAL OFFICER

ATTEST:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Signature.

Name.

Jennifer Evans, Director of Finance

Title.

Date

APPENDIX B

Appendix B – Purchasing Card Program

1. Introduction

The City currently utilizes approximately 27 purchasing cards as a means of payment for on-line purchases, travel and other items.

Commerce Bank acknowledges the above statement.

2. General Information

Please provide the following information regarding your purchasing card program:

- a. How long has your company been providing these services?

Commerce Bank has been issuing credit cards since 1968, corporate cards since 1989, purchasing cards since 1995, and automated accounts payable (AP) solutions since 2004.

- b. Will one primary contact be assigned to the City's account for this program?

Yes, Crystal Sharp will act as your dedicated relationship manager.

- c. Is program capable of providing an import file that is compatible with Tyler Technologies – Incode?

Yes, the City can receive a daily transaction feed through a Visa VCF4.4 file to import into your Tyler Technologies-Incode..

3. Program Features

- a. On what platform do you issue commercial payment solutions? (i.e. American Express, Visa, MasterCard)? What are the prime benefits of this platform?

Commerce Bank utilizes both the Visa and MasterCard platforms. We have a long-standing partnership as an issuing bank with Visa, which has allowed us to fully benefit from Visa's robust support system and to share timely industry, regulatory and best practices with clients. Experience has also taught us that Visa's interchange system possesses nuances that clients find advantageous.

Furthermore, our long-standing relationship with Visa positions us to influence Visa policies and take advantage of Visa's knowledge regarding emerging global card technology.

- b. Is a third-party processor used for authorizations and transaction posting?

Commerce Bank outsources its Commercial Card processing to Total Systems Services, Inc. (TSYS). TSYS is a dedicated processor of Visa and MasterCard transactions and provides support services to banks worldwide. TSYS is the largest commercial credit card processor in the United States, accounting for 85% of the U.S. commercial credit card transactions. All of Commerce Bank's authorizations, transaction postings, and billings are done by TSYS.

- c. Discuss settlement terms – what billing cycles are available, how will statements be received, what are payment terms from “statement date.” What options are available for the City to make payment, i.e. ACH, check? What options are available to customize billing statements and cycles?

For the Business Plus program the standard payment terms are a 30-day cycle with minimum 20-day grace period for repayment. The City may choose any day from the 1st through the 25th of the month as your cycle date. Payment can be made by ACH, check, or wire.

- d. Describe any unique features provided by your program that need to be considered.

The Business Plus program provides a 1% rebate on purchasing, automatically credited to the City's account balance each month.

The Business Plus program is essentially free of fees. There are no up-front costs for setup or implementation, and Commerce Bank provides access to ControlPay, a user-friendly online management site, free of charge. Ongoing fees are avoidable by behavior, such as late payment fees, over limit fees, and cash advance fees. Below is a brief overview of other unique features:

Real-Time Card Maintenance

Using ControlPay®, the City's program administrators perform real-time account maintenance on its card program. administrators assign cards to new employees, close cards for terminated or former employees and disable card numbers on lost cards. Program administrators also raise and lower employee credit limits and view authorizations and declines using ControlPay®.

Expense Reporting Tool

Commerce Bank offers up-to-date mobile technology that includes limit alerts, receipt scanning and receipt retention, while our web-based software allows program administrators and cardholders to use the same expense reporting tool. This provides the option to combine out-of-pocket expenses, card transactions and mileage reporting in one application. Information can be uploaded daily, reducing keystrokes for accounting staff.

4. Controls

- a. Describe the card controls and usage restrictions supported by the issuer's program.

i. City level restrictions

- **Dollar limit per group**
- **Dollar limit per total for organization**

ii. Cardholder level restrictions

- **Transactions per day**
- **Transactions per billing cycle**
- **Transaction dollar amount in a period**
- **Dollars per transaction**
- **Dollars per day**
- **Dollars per billing cycle**

iii. Merchant Category Code/Standard Industry Classifications (MCC/SIC) restrictions

The City can also choose to allow or block specific MCCs to help control cardholder purchases. These controls can be customized for each cardholder and are maintained through ControlPay. An account can be assigned up to nine MCC groups that contain 99 MCCs each. Temporary MCC group assignments can also be created.

iv. Cash advance restrictions

The City's Program Administrator can restrict or allow all cash advances in real-time through ControlPay.

v. Dollar limits

- **Dollars per transaction**
- **Dollars per day**
- **Dollars per billing cycle**

vi. Multiple purchase limits

- **Transactions per day**
- **Transactions per billing cycle**
- **Transaction dollar amount in a period**

b. What are the liabilities of the City of Nixa and employees in the event of fraud, abuse, or loss of a card?

Commerce Bank's purchasing card program provides a waiver of liability at no extra charge.

The waiver of liability protects the the City by providing \$100,000 in coverage in the event an employee misuses a commercial card. This waiver is in effect 75 days prior to the employee's termination date and 14 days thereafter. Employee termination is required to effectuate the waiver of liability for charges the employee has incurred.

The City is not liable for the payment of charges incurred in the use of a purchasing card program if charges relate to the following:

- **Charges waived as set forth in "Visa and MasterCard Waiver of Liability" documentation and per the amendments the associations periodically revised**
- **Commercial card transactions after the original closure request date for a commercial card where the request was made in accordance within the terms of the cardholder agreement during normal business hours**
- **The use of a lost or stolen commercial card if the card is reported lost or stolen within 24 hours**

The program covers all transactions, including: online, mail order, telephone order and face-to-face transactions, regardless if the eligible employee transactions are on an individual's card, a ghost account or a departmental card. The cardholder or program administrator can initiate a fraudulent, disputed and/or questioned charge, which can be done online through ControlPay® or through our customer service team. Commerce Bank has a fraud monitoring team who would then reach out to City's program administrator if suspicious activity occurs.

- c. Does your program screen transactions for fraud patterns?

Commerce Bank uses CardGuard to monitor potential fraud. CardGuard allows Commerce to monitor specific kinds of activity, including international transactions, jewelry purchases, cash advances, internet gaming, and card-not-present transactions. In addition, Commerce Bank currently tracks over 25 unique scenarios at any given time depending on current industry trends and fraud patterns. Commerce holds conference calls on a regular basis with Visa and MasterCard to discuss current trends and deliver our findings on key industry tracking points.

- d. What (if any) credit limits would be imposed?

Commerce Bank will set a credit limit appropriate for the City's purchasing needs. The Business Plus Card is a standard 30-day statement cycle with minimum of 20-day grace period for purchase repayment; so it is generally suggested that clients establish exposure equal to twice their anticipated monthly purchase volume.

- e. How are cards replaced in an emergency situation? Is there a fee?

The City's program administrator can status a card as lost or stolen real-time online through ControlPay® or contact customer service. Our system will automatically complete the fraud transfer to a new card number the following business day without any further action on the part of the City. The replacement card will arrive via FedEx within three business days to U.S. locations. Expedited (overnight) shipping is available for a \$25 per card fee by contacting our Customer Support team via phone or e-mail.

- f. Describe incentives, price breaks, rebates offered based on business volume, timeliness of payments, etc.

The Commerce Bank Business Plus card provides a 1% monthly rebate, fulfilled as a statement credit that lowers the balance due for each statement cycle. There is no minimum spend requirement or minimum average ticket requirement to earn the College's monthly rebate.

- g. Provide information about on-line access and report generation.

Commerce Bank offers a user-friendly interface called ControlPay for the City to manage its card program. Functionality includes real-time card maintenance such as ordering new card and closing existing cards, as well as changes to credit limits and other card controls. A reports module also provides access for program administrators to run standard and custom reports using hundreds of available data fields.

5. Technical Capabilities

- a. What are the hardware and software requirements for using your card transaction reporting software packages?

Commerce Bank utilizes ControlPay®, a scalable, web-based platform that works smoothly with your existing accounting system. This platform allows your current processes to stay intact and, as your accounts payables needs require more automation, allows you to build on your current program with additional payment types and invoice-capturing modules.

Because it is a web-based product, City is not required to have specialized hardware or software. ControlPay® is compatible with Internet Explorer version 7.0 (or higher), Google Chrome and Firefox. In addition, browsers must be capable of Secure Socket Layer (128-bit encryption) and have JavaScript enabled.

- b. What technical support is available for your reporting packages and what hours are they available? Where, are they located?

Commerce Bank offers a dedicated implementation professional to help onboard City, including setup, file transfer, testing, troubleshooting and issue resolution.

After initial implementation, Commerce provides technical support through our commercial customer support team. The team provides support each banking day from 7 a.m. to 6 p.m. CT.

- c. How do you ensure that no unauthorized individual accesses the system both internally (at The City) and externally (at your location)?

Commerce Bank has implemented stringent security measures to prevent the unauthorized use or interruption of system and network equipment. These features include but are not limited to:

- **Logical access control (firewalls, routers, password control, etc.)**
- **Regular audits both internally and by external sources**
- **Change control**
- **Physical protection including building entrance and exits as well as data center security**
- **Network monitoring to protect against information disclosure, information modified or destroyed by monitoring devices, implement storage controls over devices that monitor, or record information transmitted on a network (for example, protocol analyzers and other diagnostic equipment).**
- **Protection of Internet databases**
- **Human factors (hiring practices, background checks, etc.)**

- d. What physical and software security measures does the issuer take to protect the confidentiality of the company's transaction information?

Commerce Bank, as a regulated financial institution, complies with risk mitigation, data protection and safeguarding, as well as system and financial control regulations and laws. They include, but are not limited to, the Gramm-Leach- Bliley Act (GLBA) section 501(b) and section 216 of the Fair and Accurate Credit Transaction Act of 2003 (FACT Act), as well as the Sarbanes-Oxley Act of 2002. A small sampling of the type of activities involved with our compliance efforts include:

- **Separation of duties and tiered validation ensure that only individuals with the appropriate access rights have the ability to board and/or maintain accounts on the systems and that accounts boarded are verified by another individual.**
- **System access credentials are required and validated for all users, and any subsequent system modifications are logged for audit purposes.**
- **All activities on accounts are monitored for potential fraudulent activity. Should potential or actual fraudulent activity be identified or reported by the client, Commerce Bank will investigate the transaction(s) and pursue transaction dispute rights where available through the Visa network, and perform any remediation efforts that may be required.**

In addition, all data between the client and the server is encrypted under 128-bit SSL. User-access to data is controlled through the application's proprietary access control. A key element of this feature is that each user has a unique user ID and password. The City's designated program administrator will be responsible for managing user IDs for employees. In addition, all data is protected behind two firewall layers. Firewalls separate the client side from Tier II, which contains only web servers and business object servers; there is no data. Tier II is separated from

Tier III (databases and banking system interfaces) by yet another set of firewalls. Load balancing technology is employed to provide scale out capability by distributing the load across the web servers and business object servers. Only the business objects can request data across the second firewall. All data is stored on a storage area network (SAN) for built-in fault tolerance and speed of backup. Data is backed up daily and the backup media are stored off-site following our backup policy.

6. Information Reporting

- a. Provide a general description of the reporting packages you offer including sample screenshots (e.g. welcome page, menus, transaction screen, reconciliation module, etc).

Through ControlPay®, the City is able to view all transaction information online at any time for all cardholders. Real-time authorizations and declines are also available online. Features include: Commercial Card program:

- **Program administrator tool (cardholder changes made real-time)**
- **Daily review of transactions online**
- **Create expense envelopes and route for electronic approval**
- **Add out-of-pocket and personal mileage**
- **Access repository of data for anytime reporting**

- b. How quickly after a transaction has been conducted is information available?

Commerce Bank makes information available in real-time through ControlPay®, which updates transactions every evening. All data up until the current day's transactions are available for reporting. Reports can be viewed online and downloaded as comma-separated files that can be exported into standard reporting packages or commonly used applications, such as Microsoft Excel.

7. Implementation

- a. Provide a complete description of your implementation process, including a sample plan and description of various implementation tasks for both you as the issuer and the City. How long will implementation take?

During implementation, we ensure that the program is activated as quickly or as deliberately as the City prefers. As cards are issued and, on their way, we build your online program profile to be ready for initial training. A Commercial Card Account Specialist will be prepared to set up your initial training and answer questions from Day One. The Account Specialist will provide program administrator(s) with a train-the-training approach to program management, along with a user guide. This includes screenshots and step-by-step instructions for each function. Guides are updated when new functionality is introduced. Release bulletins are available prior to enhancements, so program administrators have the opportunity to ask questions and gain a thorough understanding of the new features.

Training can be on-site or via WebEx depending on the City's preferences.

Once implemented your relationship manager, Crystal Sharp and the Commercial Customer Support team will be available to provide assistance.

- b. Describe the support provided during implementation, including user manuals, instructional and/or educational materials, on-site visits, or other assistance.

Commerce Bank will implement your Business Plus program as quickly or deliberately as you would like. We will build your program to your specifications, including online access, functionality, training and customized card design; and we will set the appropriate milestones throughout the onboarding process with your dedicated point of contact.

- c. Do you offer live, in-person training based on our timeframe and at our convenience?

Commerce Bank offers two primary levels of training. The first is for cardholders; the second is specialized training session for program administrators. Training tools, method of delivery and associated materials are customized to reflect the use of reporting and maintenance tools selected.

There is no additional cost to the City for web based product training, customized training materials, manuals, collateral or the services of our dedicated training/implementation personnel.

Commercial Card programs: Commerce Bank offers two training sessions with your assigned technical resource during the implementation phase of the program. Using a "train the trainer" approach, Commerce Bank facilitates additional sessions for program administrators, cardholders and users. Sessions are web-based, typically last 60 minutes and demonstrate how to manage card transactions, execute reconciliation reports and order new cards.

Epayables programs: Commerce Bank offers two training sessions with your assigned project manager during the implementation phase of your program. These training sessions are conducted via a web-based online system and typically last 60 minutes. Sessions demonstrate how to manage merchant logs, execute reconciliation reports and update supplier information.

Training materials are provided to the program administrator as requested.

- d. What are some of the common implementation obstacles you have observed?

The following steps are the requisite "success" factors for implementing and maintaining an effective program.

- **Commerce Bank recommends early program administrator involvement in the implementation process. This establishes a solid and thorough understanding of program expectations. A back-up program administrator is also recommended.**
- **Commerce Bank recommends the City's technology teams become engaged with the account as quickly as possible and be present during implementation calls. Even though our solution does not require IT development hours on the part of the City, it is beneficial to have their input.**

The proposal submitted would be the primary document upon which each proposing bank will be evaluated. Bidders may be asked to demonstrate electronic finance software concentrating on, but not limited to, ease of use, features, reporting options available and compatibility with our hardware.

Please refer to our disclaimer at the beginning of this document.

Purchasing Card Service Item Pricing

In order to fully evaluate each bank's ability to meet the Purchase Card service needs of the City, a standard reply format is required. Each proposal must include a response to each item of the RFP in the order given. Only proposals submitted in the exhibit format provided will be evaluated for contract award.

Transactional charge fee schedule:

Description	Qty	Comment
Annual Percentage Rate	%	19.90% Cash Advance; 21.99% Late Payment
Monthly Periodic Rate	%	non revolving card product
Grace Period for Repayment of Purchases	20 days	
Annual Membership Fees	\$00.00	No annual fee
Over Limit Fees	\$29.00	
Late Fees	\$29.00	
Minimum Finance Charge	\$00.50	
Annual per Card	\$00.00	
Per Transaction	\$	No transaction fees; *international transaction fee 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances.
Program Implementation/set-up	\$0.00	
Reporting – standard and customized	\$0.00	
Fraud Protection	\$0.00	No fee for fraud protection
Other:		

PURCHASE CARD SERVICES We have read the Request for Proposal and fully understand its intent, contents and scope. We certify that we have adequate personnel, equipment, technology and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City. The undersigned is aware the City reserves the right to reject any, and all proposals and is submitting this proposal without collusion with any other person, individuals or corporations. I certify that I am a duly authorized representative for the Bank listed below and that information and material enclosed with this proposal accurately represents the capabilities of the Bank for providing these services.

Submitted by:

Banking institution: **Commerce Bank**

Signature:



Printed name: **Crystal Sharp**

Title: **Senior Vice President**

Date **August 16, 2021**

CONTACT PERSON FOR BID

Printed name: **Crystal Sharp**

Address: **1345 E. Battlefield, Springfield, MO 65804**

Email Crystal.Sharp@CommerceBank.com

Phone: **417-837-5232**