CITY OF JOPLIN
JOPLIN, MO

2016-RFP-06

REQUEST FOR PROPOSAL
BANKING SERVICES

APRIL 2016

Prepared by:

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TERMS AND CONDITIONS
REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to an RFP or to a contract.

b. **Attachment** applies to all forms, which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed bids by the Department in its office.

d. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

e. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

f. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

g. **Exhibit** applies to forms, which are included with an RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

h. **Request For Proposal (RFP)** means the solicitation document issued by the Finance Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

i. **May** means that a certain feature, component or action is permissible, but not required.

j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and /or services required in the RFP. The pricing pages must be completed and returned by the offeror with the proposal prior to the specified proposal opening date and time.

l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri.

m. **Shall** has the same meaning as the word must.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Finance Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the Finance Department as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by the Finance Department less than seven calendar days prior to the RFP opening date may not be answered.

b. Offerors are cautioned that the only official position of the City of Joplin is that position which is stated in writing and issued by the Finance Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. During the bidding process all vendors must contact the Finance Department for any questions or clarifications of information contained in this RFP. Vendors are required to refrain from contacting any City employee concerning this RFP, during the course of the bidding process.

d. If a pre-bid conference is scheduled, this is the proper time to submit initial questions relevant to the RFP. This will give an equal opportunity for ALL vendors to hear and respond to ALL questions concerning the specifications in a fair and impartial way.

e. The Finance Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by

offerors, or any other anti-competitive conduct by offerors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

f. The RFP is mailed to potential offerors at the current address maintained on the vendor registration file in the Finance Department. If any portion of the address is incorrect, the bidder must notify the Finance Department in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

g. The Finance Department reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS

Sealed Formal Proposals - ($15,000 and Over)

a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the office of the Finance Department and officially clocked in no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice, which has been received by the Finance Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic request to withdraw or modify a proposal shall not be honored.

d. Offerors must sign and return the RFP cover page in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

5. FACSIMILE DOCUMENTS - SEALED FORMAL PROPOSALS

All responses to sealed RFP's and amendments to sealed RFP's, including "no bid" responses and requests to modify a proposal, must be delivered to the office of Finance Department in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Finance Department prior to the official opening date and time specified.

6. SEALED FORMAL PROPOSAL OPENING

a. Sealed formal proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.

b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Finance Department.

c. Proposals, which are not received by the Finance Department prior to the official opening date and time, shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Finance Department before contract award. Upon discovering an apparent clerical error, the Finance Department shall contact the offeror and request written clarification of the intended proposal. The corrections shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror butnot reflected on the pricing page shall be subject to evaluation if deemed by the Finance Department to be in the best interests of the City of Joplin.

c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of RFP and (2) is the lowest and best proposal, considering

price, responsibility of the offeror, and all other evaluation criteria specified in the RFP.

e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the Finance Department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Finance Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. When evaluating a proposal, the City of Joplin reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from an offeror's references, or from any other source. The City reserves the right to accept or reject any and all proposals.

g. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

h. Any award of a contract shall be made by written notification from the Finance Department to the successful offeror. The Finance Department reserves the right to make awards by item, group of items, all or none, or a combination thereof, with one or more suppliers.

i. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

j. The Finance Department reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, and (3) Finance Department's acceptance of the response (proposal) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the City of Joplin or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

9. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Finance Department.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

10. CONFLICT OF INTEREST

a. Officials and employees of the City of Joplin, its governing body, or any other public officials of the State of Missouri must comply with provisions of the Joplin City Code as well as Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships, which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which create such a conflict.

11. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the City of Joplin of any existing or future right and/or remedy available by law in the event of any claim by the City of Joplin of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Cityof Joplin of all rights, title and interest in and to all causes of

action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the City of Joplin.

12. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Finance Department may cancel the contract. At its sole discretion, the Finance Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Finance Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Finance Department will issue a notice of cancellation terminating the contract immediately.

c. If the Finance Department cancels the contract for breach, the Finance Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Finance Department deems appropriate and charge the contractor for any additional costs incurred thereby.

13. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the Unites States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

14. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and,

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the Finance Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Finance Department until corrective action by the contractor is made and ensured, and referral to the attorney General's Office, whichever enforcement action may be deemed most appropriate.

15. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provision of the Americans with Disabilities Act. (ADA).

16. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

1.1 The City of Joplin invites qualified local banking institutions to submit proposals for the provision of banking services as described in the attached specifications. Sealed proposals will be received until **2 p.m. on Friday, April 29, 2016** at the office of the Director of Finance, 602 South Main Street, Joplin, Missouri 64801.

1.1.1 The contract is for four (4) years commencing July 1, 2016 and extending through June 30, 2020. The contract may be extended by the mutual consent of the Depository and the City for an additional one (1) year or until another depository is selected.

1.1.2 Whenever temporary idle funds are available, the City may purchase certain short-term investments. All Financial Institutions which meet the minimum qualifications set forth in this document will be given an opportunity to be placed on the investment bid list and to participate in the bidding process at the time these instruments are sought for purchase.

2. QUALIFICATIONS

2.1 To qualify as a depository for City funds, the Financial Institution must meet the following qualifications:

2.1.1 The proposer must be a chartered banking institution with branch banking facilities located within the city limits of Joplin, Missouri. The branch bank of the proposer located within the City must be able to offer the full range of banking services required by this Request for Proposal (RFP).

2.1.2 The proposer must provide copies of all documents required by state law (Chapter 110, Depositaries for Public Funds) to the City's Finance Director. The banking institution must meet or exceed the requirements outlined therein.

2.1.3 All banks submitting proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.

2.1.4 All banks submitting proposals must collateralize 106% of the City's deposits in excess of applicable FDIC insured funds in accordance with the City's Investment Policy (Exhibit C). The acceptable collateral includes United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government

Sponsored Entities as set forth in Section 2-228 of the City's Investment Policy. Any such collateral shall be provided as required by the City Investment Policy.

2.1.5 The successful bidder will be required to enter into a depository agreement substantially similar to the one identified as Exhibit B.

2.1.6 The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with state laws.

2.1.7 The City reserves the right to rescind the appointment of a banking institution should the banking relationship become unsatisfactory. This will require a majority vote of the City Council.

2.1.8 The City reserves the right to reject collateral after review, based upon collateral evaluation, existing market and financial conditions.

3. PROCEDURAL INSTRUCTIONS:

3.1 The intent of this Request for Proposal (RFP) is to select one banking institution to provide basic banking services to the City of Joplin, Missouri. However, the City may also elect to award an agreement to the winning proposer for any or all optional services.

3.2 Each proposer shall use the attached Proposal Form, Exhibit A, and Optional Services Proposal Form, Exhibit A-1, or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety. The proposal must include a copy of the banking institutions latest financial report.

3.3 If a service cannot be met by a proposer, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. Equivalent alternative proposals for any and all of the optional banking services will be considered.

3.4 Proposals must be submitted in a sealed envelope or package bearing the title "City of Joplin, Banking Services Proposal, "2016-RFP-06" along with the proposer's name and address. The proposer shall return two (2) copies of completed proposal forms and other required information to Leslie Haase, Finance Director, City of Joplin, 602 South Main Street, Joplin, MO 64801, no later than 2 p.m. on Friday, April 29, 2016. It is the responsibility of the proposer to ensure that the proposal arrives on time at the correct location. The proposal must be valid for a period of 60 days from the date of receipt by the Finance Director.

3.5 All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

3.6 The Finance Director's office shall be the only contact for any or all aspects of this RFP. Questions should be directed to Leslie Haase, Finance Director, and telephone number: 417-624-0820, extension 251 or e-mail address: LHaase@joplinmo.org.

3.7 The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

3.8 If the banking institution does not execute an agreement within ten (10) working days of Council passage of a resolution awarding contract, the City may give notice to the banking institution of the City's intent to select the next most qualified "proposing banking institution" or call for new proposals, whichever the Finance Director deems appropriate.

4. SELECTION PROCESS:

4.1 Criteria for evaluation of proposals shall be as follows:

4.1.1 Legal and other qualifications met by the proposer.

4.1.2 Completeness of proposal.

4.1.3 Financial strength and capacity of the banking institution.

4.1.4 Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract.

4.1.5 Total cost to the City.

4.2 Responsiveness to criteria:

4.2.1 Services will be evaluated on availability, time schedules, reporting and in the case of interest-bearing demand accounts, services will be evaluated on interest rates. Each proposer is required to submit examples of reports mentioned in Required Services.

4.2.2 All proposals from qualified public depositories that pass the completeness test and financial strength/capacity tests and provide a satisfactory service level will then be ranked based upon least total cost to the City. Total cost to the City is defined as the lowest combination of projected monthly service costs, highest earnings factor specified in banking institution's proposal and the resulting compensating direct fee.

4.2.3 The basic required service proposal will be evaluated separately from any optional service proposal. Please make each proposal separate so that each can be evaluated on its individual completeness and cost criteria.

5. CONTRACT TERMS

5.1 The selected banking institution shall be designated as the City's depository for a four (4) year period commencing on July 1, 2016. The Banking Services Contract may be extended for one (1) additional year upon written notice by the City under the same terms and conditions, thereby providing for up to five (5) years of depository and banking services.

5.2 The Banking Services Contract shall provide that either the City or the selected banking institution reserves the right to cancel any agreement at any time upon ninety (90) days written notice of its intent to terminate any agreement. A decision to terminate the depository contract during the initial two years of the contract may NOT be as a result of profitability or non-profitability by either party.

5.3 The City of Joplin Banking Services Contract is expected to be awarded at the City Council Meeting to be held on May 16, 2016 in the City Council Chambers, 602 South Main Street, Joplin, Missouri, 64801.

6. DESCRIPTION OF OPERATING SYSTEM

6.1 The City of Joplin currently maintains one general demand account, two zero-balance accounts one each for accounts payable and payroll, and four (4) special purpose checking accounts–commissary, drug forfeiture, TIF EATS and TIF PILOTS.

6.2 The City's main demand account performs as our general operating account and receives all maturing investments and City revenues. Disbursements are made by City checks, ACH transmissions and/or wire transfers.

7. REQUIRED BANKING SERVICES

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

7.1 Bank Accounts

7.1.1 Main Operating Account: The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately 1,000 accounts payable checks per month and 400 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month is 450. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility; it is not required of the banking institution, unless the bank chooses to offer that service.

7.1.2 Commissary: The banking institution will furnish the city with a checking account into which deposits will be made for commissary from our jail. Deposits are made in checks, currency, and credit card. Disbursements from this account are minimal, averaging less than 15 per month. The average number of deposits is 10 per month. This is an interest bearing account.

7.1.3 Drug Forfeiture: This account is federally mandated. Disbursements from this account are minimal, averaging less than 5 per month. The average number of deposits is 2 per month. This is an interest bearing account.

7.1.4 TIF EATS: The City of Joplin issues approximately 25 TIF EATS checks per month. The average number of deposits is 25 per month. This is an interest bearing account.

7.1.5 TIF PILOTS: The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest bearing account.

7.1.6 Additional Accounts as Needed: The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-

numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

7.2 Banking Services

7.2.1 Electronic Funds Transfer: The Finance Department currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 25 incoming and 10 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. Incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

7.2.2 Account Maintenance

7.2.2.1 Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

7.2.2.2 Monthly Statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's accounts. All canceled checks will be available electronically or on disk. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

7.2.2.3 Specific Contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

7.2.2.4 Insufficient Fund returned checks will be automatically presented for collection a second time. The City will not be charged for customer returned checks.

7.2.2.5 Safety Deposit Box is required for the City. The City will not be charged for such box that must be at least 8 ½" x 11" in size.

7.2.2.6 Branch Locations are utilized by various departments to make night deposits for the pools, golf course, and others. Please provide a listing of branch locations that offer a night depository drop off box.

7.2.2.7 Depository Credit/Debit Card Transactions: The City currently accepts MasterCard and VISA credit cards as a means for payment at the following locations:

- Public Works – 1 Machine
- Finance – 2 Machines
- Parks Athletic Complex – 1 Machine
- Parks Pools – 1 Machine
- Municipal Court – 2 Machines
- Golf Course -1 Machine
- Jail – 1 Machine
- Police – 1 Machine
- Health – 2 Machines
- Library – 1 Machine

A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City requires EMV Chip Card technology on these machines.

7.2.2.8 Direct Deposit of Payroll Checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of Joplin is on a bi-weekly payroll schedule (26 pay periods per year.

7.2.2.9 On-line Banking Services including:

7.2.2.9.1 Positive Pay Services
7.2.2.9.2 On-line Stop Payment Services
7.2.2.9.3 Imaging
7.2.2.9.4 On-line reporting for banking transactions

7.2.2.9.5 On-line Wire Transfers & Account Transfers

7.3 Compensation

Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of four (4) years and one additional year by agreement of both parties.

7.4 Optional Banking Services

In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

7.4.2 Other Optional Services as identified by the proposing bank.

8. VOLUME OF ACTIVITY - MONTHLY AVERAGE

8.1 Number of deposits	450
8.2 Number of A/P checks written	1,000

8.3 Number of Payroll checks written	400
8.4 Number of Payroll direct deposits	750
8.5 Number of wire transfers in/out	25/10
8.6 Number of credit card transactions	1,500
8.7 Dollar value of credit card transactions	$60,000
8.8 Average number of stop payments	5
8.9 Average daily balance-General Account	$48,000,000

9. Due to the devastating EF-5 tornado that struck Joplin on May 22, 2011, the City has carried a higher average daily balance by letting investments mature to ensure sufficient cash flow during this recovery time period. As the City reinvests idle funds over the next several years, it is anticipated that the average daily balance will decrease to approximately $10,000,000.

EXHIBIT A: PROPOSAL - BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July 1, 2016, as per specifications and exhibits attached.

1. Bank Services to be provided:
    a. Demand deposit checking account services
    b. Additional checking accounts as specified in this Request for Proposal
    c. Electronic fund transfer notification and on-line banking
    d. Account reporting, maintenance, and service
    e. Credit/Debit card services
    f. Other services as specified in this Request for Proposal
2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

Who may we contact at your financial institution regarding this proposal?

_____ _____
Name Title

_____ _____
Office Address Phone

Monthly Checking Account Fees: (Please state your fees for the following services)

A. Account maintenance fee, (monthly) _____

B. Deposits, per deposit (450)
_____

C. Wire transfers (in) per transfer (25) _____

D. Wire transfers (out) per transfer (10) _____

E. Access for wire transfers and account inquiry _____

F. Stop payment, per item (5) _____

G. Check processing, per item (1,400) _____

H. Direct deposit charges (please itemize) (750) _____

I. Daily earnings rate on funds remaining in account at close of business day
_____

J. Bankcard discount rate ($60,000) _____

K. Other bankcard related fees _____

L. Fee for printed monthly statement (if applicable) _____

M. Fee for check imaging (please itemize) _____

N. Positive Pay Services (please itemize) _____

O. Other charges (list and describe) _____

4. Interest payment on account balances (describe the formula proposed to calculate interest for collected fund balances).

5. Wire transfers (describe security procedures).

6. Safekeeping Services (describe fee structure and procedures).

EXHIBIT A-1: PROPOSAL - OPTIONAL BANKING SERVICES FEE

Automatic Overnight Investments (percent of earnings) _____

ATM's at certain city locations:

Any Other Optional Services:

EXHIBIT D: BANKING SERVICES CERTIFICATION AND ENCLOSURES

Leslie Haase
Finance Director
City of Joplin
602 South Main Street
Joplin, Missouri 64801

Dear Mrs. Haase:

We have read the Request for Proposal (RFP) for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. A copy of the Proposal is attached.

We have attached the following:

1. The most recent call report available.
2. Audited Annual Financial report for the past fiscal year.
3. Information for on-line balance reporting, if available.
4. Listing of other public entities your bank does business with.
5. Completed fee schedule (Exhibit A).

It is understood the above information will be used as evidence of our ability to meet the capital structure requirements necessary to service this account.

It is further understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

The undersigned certifies that the completion of this Bid Response is a binding commitment to provide the banking services requested as proposed herein.

SUBMITTED BY:

_____

_____ _____
(Authorized Signature - Title) (Date)