



# CITY OF ALBANY, OREGON

## FINANCE DEPARTMENT

Revised 3-28-24

Solicitation RFP#240210

# REQUEST FOR PROPOSALS

## FOR

# Categories of Service: Banking, Merchant, Procurement Card (Pcard) Services

**Issue Date:** Monday, February 26, 2024

**Due Date:** Thursday, April 4, 2024, 2:00 p.m. (Pacific Time)

**Finance Director** ..... **Jeanna Yeager**

**Finance Manager** ..... **Casey Headley**

**Contracts and Procurement Officer** ..... **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

**For more information regarding this Request for Proposals,  
email [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov).**

# CITY OF ALBANY, OREGON

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## PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be received by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the Proposer to submit the proposal response before the indicated deadline to the designated location. The City is not responsible for late or mishandled delivery. Proposals received in the procurement email repository after the designated closing time will be determined nonresponsive and will not be accepted. If the Proposer obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the Proposer to check for any addenda.

All proposals should be received electronically in non-editable PDF format and must use City-provided forms, if applicable, without unauthorized alterations. The total size limit for each email submittal response must be less than 20 MB. An automated response should be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, you may contact Diane Murzynski at [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) or 541-917-7522. Proposers must submit responses within a reasonable amount of time before the proposal closing date and time to ensure email delivery is not late. Late submissions will not be accepted and will be considered non-responsive.

The following should be received to be considered responsive:

- Cover Page, Table of Contents, Transmittal Letter, Disclosure Statement
- Minimum Qualifications Per Category of Service(s)
- Management Letter & Financial Strength
- Knowledge, Experience and Qualifications of Key Personnel Per Category of Services
- Project Approach & Understanding, Implementation & Security Measures Per Category of Services
- Technical Requirements per Category of Service(s)
- Proposal Certification
- Certification for Corporation or Independent Contractor
- Responsibility Certification
- Insurance Requirements & Evidence of Insurance
- Employee Background Check Program Certification
- References Per Category of Service(s)
- Cost Proposal Per Category of Service(s)
- Acknowledgement of all addenda on Proposal Certification, if applicable
- One complete Redacted copy of Proposal for Public Disclosure or a Written Statement of no Redaction **must be Indicated on the Proposal Certification**

***Other than what is listed above, it is not necessary to submit any additional pages with the proposal.***



**CITY OF ALBANY, OREGON**  
**REQUEST FOR PROPOSALS (RFP)**

**Banking, Merchant, Procurement Card Services**

**Proposals Due by 2:00 p.m. (Pacific Time), Thursday, April 4, 2024**

Notice is hereby given that the City of Albany ("City") is requesting proposals from qualified commercial financial institutions for the following categories of service, banking (general and commercial), merchant, and procurement card services, and support our commitment to provide quality municipal services in an innovative and cost-effective manner. The term shall be from May 2024 through April 2029, with an option to extend the contract for five additional, one-year terms, or one additional five-year term. The City intends to award a contract to one or more financial institutions based on the category of services proposed by the financial institution. A separate response should be submitted per Category of Services to clearly demonstrate the Proposer meets all requirements per category of service(s): Category 1) Banking Services; Category 2) Merchant Services; and/or Category 3) Procurement Card Services.

Solicitation documents may be downloaded from the City of Albany website at <https://albanyoregon.gov/bids>, or examined at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321, Monday through Friday, 8:00 a.m. to 5:00 p.m. There is a \$35 charge to receive a printed copy of the documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions regarding the solicitation, contact Diane Murzynski, CPPO, Contracts and Procurement Officer, at [diane.murzynski@albanyoregon.gov](mailto:diane.murzynski@albanyoregon.gov), and [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov).

Time is of the essence to acquire a qualified firm to provide the required service(s) within the timeline required by the City. Proposal responses shall be submitted electronically to Diane Murzynski, in the Finance Department, at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov), and must be received not later than 2:00 p.m., (Pacific Time), **Thursday, April 4, 2024**, or any extension of the time made by addendum. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include all categories of service(s) the Proposer is submitting a technical response for: Category: 1) Banking Services; Category 2) Merchant Services; and/or Category 3) Procurement Card Services. Proposals received after the closing date and time will not be opened or reviewed. There will be no formal opening. Proposals shall be valid for 120 days after opening unless otherwise specified.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 26TH DAY OF FEBRUARY 2024.

A handwritten signature in cursive script that reads "Diane M. Murzynski".

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts and Procurement Officer

PUBLISH: Daily Journal of Commerce, on Monday, February 26, 2024  
City of Albany Website, on Monday, February 26, 2024

## SECTION 1 – INTRODUCTION AND BACKGROUND

### 6.6 BACKGROUND

The City of Albany is a municipal governmental entity providing a full range of services, including police and fire protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 57,289 (World Population Review 2023), is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the willamette into the farms and wooded hillsides of North Albany.

Albany operates under a home-rule charter in a council-manager form of government. Albany is led by an elected, non-partisan seven-member council. The council consists of the mayor and six council members. The mayor is elected at-large every two years; councilors are elected for overlapping four-year terms within three city wards. The city manager serves at the pleasure of the council. The council meets on the 2nd and 4th Wednesdays of each month and conducts work sessions the Monday prior to regularly scheduled Wednesday meetings (with some exceptions). The city council acts as the local contract review board for the City.

Albany employs approximately 427.40 FTE employees who work in one of nine departments. The departments are Police, Fire, Parks and Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering and Operations, and Community Development.

The objective of requesting proposals is for the City to contract with a firm that can offer services of the highest quality at a cost representing the best value and most advantageous to the City. More information about the City of Albany is available at <https://albanyoregon.gov> and <https://albanyoregon.gov/finance>.

### 1.2 EXISTING ACCOUNTS AND TRANSACTION VOLUME

The Finance department manages all banking, merchant, investment and procurement card services. The department provides training, advice, and support to the decentralized departments receipting and cashiering revenue. Cashiering stations are located in multiple departments throughout the City. Departments' cash and checks are prepared for deposit in the department and picked up by courier service daily and delivered to the local bank for deposit.

The City currently concentrates the majority of its banking and financial services, including procurement cards, with two banks. A summary of the City's current Transactions and Volume History for Banking Services is shown as Attachment H.

The City's current biennial budget [BY 23-25 (July 1, 2023, through June 30, 2025)] is \$425,073,400 and the Albany Revitalization Agency's budget is \$36,212,300. Albany currently employs 429 people who are paid on a semi-monthly basis, resulting in 24-pay periods per year. In fiscal year (FY) 2022-23, payroll expenditures totaled \$24,692,900; \$24,103,000 were paid by Automated Clearing House (ACH) and \$589,900 were checks. The City processes vendor payments twice a month, and in FY 2022-

23, the City issued 2,436 checks totaling \$25,884,900 and 1,622 ACH payments totaling \$34,370,600.

The City issues payment of invoices by procurement card if accepted by the vendor. The total number of procurement card transactions in FY 2022-23 was 11,295, totaling \$5,823,300. The City has participated in the Bank of America Rebate Program, and in calendar year (CY) 2022 received a rebate of \$75,900.

### **1.3 CURRENT CONTRACTUAL SERVICES**

The City's current banking services contract is with U.S. Bank and expires in April 2024. The services provided are bank depository services, cash management, treasury management, automated clearing house, wires, positive pay, merchant services, custodial (trust account) and escrow account (includes subsidiary accounts under the main escrow account for construction contractors that elected to have retainage holdings earn interest.

The City's Procurement Card Program is currently with Bank of America and is on a month-to-month basis. The City of Albany uses Tyler Technologies Inc. Enterprise ERP software for the City's enterprise resource planning needs. Munis cashiering stations use an Ithaca Series 90 Plus for credit card processing with Munis and RemitPlus scanners Image Formula CR-190, II, for Util360 utility billing payment processing.

The City's Protected Information Policy is provided as Attachment C.

### **1.4 PROCUREMENT SOURCING METHOD AND FUNDING**

The City will use a procurement and source selection method based on an advertised formal, competitive request for proposals in accordance with ORS 279B.060. Responses to this RFP will be reviewed, scored, and ranked according to the criteria defined herein. No federal grant funds will be used for this procurement.

## SECTION 2 – INSTRUCTIONS TO PROPOSERS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Contracts and Procurement Officer will issue the Request for Proposals and will be the sole point of contact for questions, concerns, and protests.

Submittal Address:

City of Albany  
Finance Department  
Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
[Diane.murzynski@albanyoregon.gov](mailto:Diane.murzynski@albanyoregon.gov)  
Contracts and Procurement Officer  
333 Broadalbin Street SW, Albany, OR 97321

**Proposal responses shall be submitted to [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov).**

### 2.2 PROCUREMENT TIMELINE

The following general timeline will be used for receiving and evaluating proposals and selecting a Contractor. The timeline listed below may be changed if it is in the City's best interest to do so.

RFP Advertised	February 26, 2024
Date to Submit Changes or Solicitation Protests	March 7, 2024, 2:00 p.m.
Optional Preproposal Meeting	March 14, 2024, 2:30 p.m. – 3:30 p.m.
Last Day to Submit Questions	March 26, 2024, 12:00 p.m.
Last Day for Addenda Issued	March 28, 2024, 12:00
Proposal Due Date	April 2, 2024, 2:30 p.m.
Evaluate Proposals	April 2 – April 5, 2024
Presentations, Demonstrations and Interviews	April 8 – 12, 2024
Optional Post Demo Technical Presentation(s)	April 15, 2024
Notice(s) of Intent to Award	April 16, 2024
Protest period(s) end (seven calendar days)	April 23, 2024, 12:00 p.m.
Council Contract(s) Awarded	May 8, 2024
Contract(s) begin	May 2024

### 2.3 CHANGES TO THE SOLICITATION DOCUMENTS BY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addenda posted on the City of Albany website. A prospective Proposer may request a change to the RFP by submitting a request to [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov). The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted no later than the date set forth in the RFP Schedule.

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Contracts and Procurement Officer's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Any addenda will have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City

of Albany managers, employees, or agents to the prospective Proposers will not bind the City of Albany.

1. All addenda, clarifications, and interpretations will be posted on the City of Albany's website at <https://albanyoregon.gov/bids>.
2. No addenda will be issued later than the date set forth in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.
3. Each Proposer must ascertain, prior to submitting a proposal response, that the Proposer has received all addenda issued, and receipt of each must be acknowledged on the Proposal Certification form.

## **6.6 TRADE SECRETS AND PUBLIC RECORDS LAW**

All information submitted by Proposers will be public record, and the City of Albany will make available to any person requesting information through the City of Albany's processes for disclosure of public records, any and all information submitted and subject to disclosure, pursuant to the Federal Freedom of Information Act (FOIA) and the Oregon Public Records Act, ORS 192, except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon law, ORS 192.345, and specifically marked "proprietary" or "confidential". All requests will be in writing, noting specifically which portion of the proposal the Proposer requests exception from disclosure.

Proposer must not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP. Proposer should not mark the whole proposal document "confidential". If a proposal contains any information that is considered a trade secret under ORS 192.345(2). Proposers must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.345(2) and will not be disclosed except in accordance with the Oregon Public Records Law." Any proposal marked as a trade secret in its entirety will be considered nonresponsive.

## **6.6 CANCELLATION**

ORS 279B.100 provides for cancellation, rejection, or delay of proposals when the cancellation or rejection is in the best interest of the City as determined by the City. The City of Albany reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Albany's best interest. In no event will the City of Albany have any liability for the cancellation of award.

## **2.6 LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS**

Proposals must be submitted by the time designated in the RFP Schedule. Any proposals submitted after the designated closing time will be considered late and determined nonresponsive. A Proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time, is late. The City will not consider late proposals, late requests for modifications, or late withdrawals.



## **2.7 CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this RFP, the Proposer certifies:

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
2. The Proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer must accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
3. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
4. The Proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
5. The Proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The Proposer will comply fully with the scope of services for the agreed contract.
7. The Proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

## **2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS**

1. Proposers must promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the solicitation documents.
2. Proposers requiring clarification or interpretation of the Documents must make a written request for same to Diane Murzynski, CPPO, Contracts and Procurement Officer, at [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov).
3. The City of Albany will make interpretations, corrections, or changes of the solicitation documents in writing by published addenda. Interpretations, corrections, or changes of the proposal documents made in any other manner will not be binding, and Proposers must not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Albany and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany will be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid/proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

## **2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding City of Albany services, programs, or personnel, or any other

information must be submitted to Diane Murzynski, Contracts and Procurement Officer, at [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov). Answers will be provided to all Proposers of record on the date that answers are available by posting to the City website.

## **2.10 COMPETITION**

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

## **2.11 SOLICITATION PROTESTS**

A protest of any provision in this RFP must be made in writing and emailed to Diane Murzynski, CPPO, Contracts and Procurement Officer, at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov) no later than the date listed in the RFP Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing.

In addition to the information required by ORS 279B.405(4), a Prospective Proposer's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest. No such protests or requests will be considered if received after the deadline or requests are incomplete. No oral, telegraphic, telephone protests or requests will be accepted.

## **2.12 COST OF RFP AND ASSOCIATED RESPONSES**

This RFP does not commit the City of Albany to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers must not include any such expenses as part of their proposals.

## **2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS**

1. The City of Albany reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is nonresponsive and consequent rejection of the proposal.
2. The City of Albany may obtain information from any legal source for clarification of any proposal or for information on any Proposer. The City of Albany need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany may perform, at its sole option, investigations of the responsible Proposer. Information may include, but will not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity, and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public record, and may be disclosed accordingly.
4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to

its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.

5. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, with the successful Proposer.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

#### **2.14 REJECTION OF PROPOSALS**

The City of Albany reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
2. Failure of the Proposer to submit a proposal in the format specified herein.
3. Failure of the Proposer to submit a proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City of Albany may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding of the City of Albany that it is in the public interest to do so.

#### **2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

1. A proposal may not be modified, withdrawn, or canceled by the Proposer for 120 calendar days following the time and date designated for the receipt of proposals.
2. Proposals submitted early may be modified or withdrawn only by email to the City of Albany Contracts and Procurement Officer, at the submittal location, prior to the time designated for receipt of proposals. All such communications will be so worded as not to reveal the amount of the original proposal or any other material contents of the original proposal.
3. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are then fully in conformance with the proposal submittal instructions.

#### **2.16 DURATION OF PROPOSAL**

Proposal prices, terms and conditions will be firm for a period of at least 120 days from the deadline for receipt of submittal. The successful proposal will not be subject to future price escalation or changes of terms if accepted during the 120 calendar-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

#### **2.17 AFFIRMATIVE ACTION**

By submitting a proposal, the Proposer must agree to comply with the Fair Labor Standard Act, Title

VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

## **2.18 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)**

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. Proposer must agree not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110. The State of Oregon provides a certification directory for MWESB Contractors <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>. Proposers must consider MWESB Contractors for subcontracting opportunities.

If the contract is awarded on the basis of Contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women-owned Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certifications (collectively known as MWESBs), Contractor must remain certified during the entire term of the contract. Contractors must include a similar provision in any subcontracts for the project.

## **2.19 PAY EQUITY COMPLIANCE**

As required by ORS 279B.235, all Proposers must comply with ORS 652.220 and will not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

Proposer may not prohibit any of their employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If the contract is valued at \$500,000 or more and the Proposer has 50 or more employees, then the Proposer is required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, (DAS), at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and must certify they have taken the training and provide a certificate as evidence before awarded a contract by the City.

## **2.20 SUBCONTRACTORS/SUBCONSULTANTS**

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful Proposer for work to be performed under a subconsultant/subcontractor, including procurements of materials or leases of equipment, each potential supplier shall be notified by the successful Proposer of the Proposer's obligations under this contract (if federal funds are used), Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. A list of potential state certified DBE Contractors is available at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx> and from the City's website at <https://albanyoregon.gov/bids>.

## **2.21 IDENTICAL PROPOSALS**

If the City receives proposals identical in price, fitness, availability, and quality and chooses to award a contract, the City will award the contract in accordance with ORS 279A.120 and OAR 137-046-0300. If the City determines that one or more proposals are identical, tiebreaker preference for identical offers are awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing of lots among the identical offers. The City will provide the Proposers who submitted the identical proposals notice of the date, time, and location of the drawing of lots and an opportunity for the Proposers to be present when the lots are drawn.

## **2.22 COMPLIANCE WITH STATE OF OREGON LAWS**

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any agreement awarded as a result of this solicitation will include the following laws of the State of Oregon and are hereby incorporated by reference into the agreement: ORS 279B.220 (Payment, contributions, liens, and withholding), ORS 279B.225 (Salvaging, recycling, composting or mulching yard waste material, if applicable), ORS 279B.230 (Payment for medical care and workers' compensation), and ORS 279B.235 (Hours of labor).

## **2.23 NOTIFICATION OF INTENT TO AWARD AND DEBRIEFING OPPORTUNITY**

Responsive Proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the Proposer, or their designee, if an email has not been provided.

The City will notify all Proposers of their opportunity to request a debriefing with Procurement to review scores, evaluation, interviews and demonstrations, if applicable, and proposal recommendations for improvement.

## **2.24 PROTEST OF AWARD**

A Proposer whose submittal was scored as the second apparent, most advantageous proposal response, and submitted a responsive and responsible proposal, may protest the award of contract or the intent to award such a contract, whichever occurs first. In addition, the following conditions must exist: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids/proposals, or higher-ranked bids/proposals are nonresponsive; (3) The City has failed to conduct the evaluation of bids/proposals in accordance with the criteria or processes described in the solicitation

document and the specific criteria and process being protested must be included; (4) The City has abused its discretion in rejecting the protestor's bid/proposal as nonresponsive; (5) The City's evaluation of the proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

Written protests must be delivered to the Contracts and Procurement Officer at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov), within seven (7) days after issuance of the notice of intent to award the contract, or if no notice of intent to award is issued, within forty-eight hours after award. The written protest must specify the grounds for protest, must be received by the deadline provided in the notice of intent to award, and must be complete meeting all conditions addressed above, to be considered by the City, pursuant to ORS 279B.410(2). City will not consider a protest of contract award that is incomplete and submitted after the above timeline.

## **2.25 NONAPPROPRIATION**

The City's obligation to award this RFP is contingent upon appropriation or approval of funds.

## **2.26 AGREEMENT**

The Successful Proposer(s) will be required to sign an agreement to deliver to the City at the cost proposed, providing the scope of services and conditions set forth herein, or an agreed upon statement of work, if applicable. It is the City's intent to award an Agreement in substantially the form of the Sample Agreement attached to this RFP document. Proposers may submit alternatives to the Agreement for the City's review. The City, at its sole determination, may approve the Proposer's offered terms, as is, require modifications, or reject the proposed agreement terms and conditions and require the City's Agreement be executed for the purpose of this RFP.

## **2.27 NOTICE TO PROCEED**

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the contract. The Notice to Proceed will state the date work under the Agreement will begin.

## **2.28 INDEPENDENT CONTRACTOR (ORS 670.600)**

The Contractor shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Contractor, in performing the services specified in this contract, shall act as an Independent Contractor, and shall have control of the work and the manner in which it is performed. Contractor is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provides its employees.

## **2.29 RECIPROCAL PREFERENCE LAW**

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident Proposer's state gives preference to in-state Proposers and the amount of such preference. For details, check Oregon's

Reciprocal Preference Law at <https://www.naspo.org/reciprocity1>. Proposers in need of assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

### **2.30 INVOICES**

All invoices must be submitted, in writing and given by mail or email to:

City of Albany  
Attn Accounts Payable  
P.O. Box 490, Albany, Oregon 97321  
[Accountspayable@albanyoregon.gov](mailto:Accountspayable@albanyoregon.gov)

And when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, bills will be deemed given at the time of actual delivery.

### **2.31 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

Pursuant to ORS 279A.215, other Public Agencies shall have the ability to purchase the awarded goods and services from the awarded Firm(s) under terms and conditions of the resultant contract(s). Any such purchases shall be between the Firm and the Participating Public Agency and shall not impact the Contactor's obligation to the City of Albany. If the Firm chooses to participate in such agreements, all Agency relationships including those for contract administration, ordering, deliveries, approvals, billing, and collections shall be between the Participating Agency and the Firm. The originating agency, City of Albany, except for this enabling agreement, shall not participate in any aspects of commercial activity between the Firm and the Participating Agency. If the Firm agrees to participate, all such participation shall be on the basis of this solicitation and the resulting award except that reasonable changes in pricing and terms may be negotiated directly between the Participating Agency and the Firm to accommodate differences in delivery distances and local conditions. All such changes shall be solely between the Firm and the Participating Agency.

**Proposer must accept or decline participation in the Cooperative Agreement by providing written notification on the Proposal Certification form.**



## SECTION 3 – SCOPE OF WORK PER CATEGORY OF SERVICE

### 3.1 PROJECT GOALS

The City of Albany is requesting proposals from qualified commercial banking institutions for banking, merchant, and procurement card services. The scope of work includes, but is not limited to, depository services (remote or in person), cash management, treasury management, investment, automated clearing house, wire services, positive pay, merchant card services, custodial, escrow accounts, security features (secure access, tokens, multi-factor authentication), lock box/e-lock box, technology services (reconciliation and approval levels), and a commercial procurement card service program. Financial institutions will not be required to provide all services listed but may participate by submitting a response by Service Category for 1) Banking Services; 2) Merchant Services; and 3) Procurement Card Services. The City will choose those services pertinent to their individual operations, and separate implementation timelines will be negotiated.

The City's current contract for Banking Services is with U.S. Bank, Procurement Card services with Bank of America, and Merchant Services vary depending on the use and department software. Merchant accounts used by the City include Elavon, Stripe, Square, Converge, BridgePay, Authorize.net, Govolution, and Clearent. The enterprise resource planning software cashiering module and related equipment for check scanning and Point of Sale (POS) transactions currently use BridgePay. **The cashiering software changed in March to Converge.**

The City's overarching goals are: 1) achieve superior customer service from the financial institution; 2) reduce banking costs to their lowest possible dominator, while still receiving the highest service levels; 3) maximize all opportunities for efficiencies; and 4) adopt innovative banking and e-commerce services.

The City intends to award one or more contracts based on service categories to one or more Proposers. Proposers are not required to propose on all category solutions. Firms that have a solution that meets the RFP requirements, specifications and timelines are invited to submit a proposal as specified herein.

### 3.2 GENERAL MINIMUM QUALIFICATIONS

A Proposer(s) shall be capable of providing the required services of one or more service(s) categories required in this RFP. The City of Albany's minimum qualifications are listed herein and specifically within the categories of service(s). Proposer must make a statement confirming they meet the Minimum Qualifications within their Proposal Response per Category of Service, see Section 3.4.

### 3.3 CONTRACT TERM

The contract will be for a period of five years with an option to extend the contract for five additional one-year terms, or one additional, five-year term. The term(s) will begin in May 2024. The City expects the selected Proposer(s) to begin work within seven (7) days after the notice to proceed has been issued.

If the City elects to renew the contract, a written notice shall be provided a minimum of forty-five (45) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be on the same terms as the original agreement, subject to economic price adjustments and negotiation



of product upgrades or additional services not selected from the contract service options provided in the Proposer's original response or requested for consideration within this RFP.

### **3.4 SCOPE OF WORK**

#### **3.4.1 Banking Services**

The City seeks state-of-the-art online banking service capabilities to enable more efficient management of the City's public funds, while meeting all regulatory requirements and best practices. The City is reviewing the opportunities created through the automation of deposits and payments, implementation of technological advancements, and equipment available to improve processing efficiencies, including but not limited to the use of lockbox and e-lockbox processing, remote deposits, payment kiosks, e-payables, and payroll cards. The City shall select the specific banking service features that best meet our needs, currently and in the future.

#### **A. Minimum Qualifications**

Proposer must make a statement confirming they meet the minimum qualifications listed below within their Proposal Response for "Category 1 – Banking Services".

1. Is chartered federally or by the State of Oregon for provision of banking services.
2. Is an Oregon Qualified Depository for Public Funds under Oregon Revised Statutes 295.
3. Has a minimum of eight years' experience in servicing the banking needs of local government agencies, with five (5) years of Oregon banking experience.
4. Is sufficiently capitalized to accommodate the City's cash/investment needs. The capital-to-asset ratio should exceed 6% including loan loss reserves.
5. Is in compliance with all applicable laws, rules, and regulations of the State of Oregon and the United States.
6. Is a member of the Federal Deposit Insurance Corporation (FDIC) and the Federal Reserve System.
7. May be a member of the National Credit Union Administration (NCUA) and have access to all services.
8. Is capable of providing services identified for banking services including online technology solutions to deter fraud and enforce controls (e.g., positive pay, ACH fraud filters, payment authorization and stop payments, multi-factor authorization, etc.); and cash management solutions to maximize efficiency and effectiveness of the City's banking services (e.g., zero balance accounts, etc.).
9. Is able to process in the National Automated Clearing House Association network.
10. Maintains an account with the Oregon State Treasurer to facilitate transfers to and from the Local Government Investment Pool.
11. Is capable of providing the services required in this RFP; ancillary services, such as messenger service, etc., may be provided by approved subcontract, if needed. Otherwise, the financial institution must agree to assign experienced and dedicated staff who are committed and capable of providing quality account services.
12. Is able to provide an Account Representative with a minimum of five (5) years' experience in government banking services who is fully authorized to represent the financial institution in all areas of the account relationship. A primary and secondary relationship manager must be designated.
13. Provides secure, web-based portals which allow City staff real-time access to the City accounts.

14. Has an adopted Identity Theft Prevention Policy per FTC 16 C.F.R.§ 681.2 (“Red Flag Rule”), and ORS 646A.622, the Oregon Consumer Identity Theft Protection Act (OCITPA).
15. Provides extended customer service and technical support hours in Pacific Standard Time.
16. Is in compliance and good standing with the Community Reinvestment Act.

**B. City Account Information**

There is one main or general account that is used for all deposits and investment transfers to LGIP, trust and escrow accounts. There are also subsidiary accounts set up per department/location to track deposits and reconcile department funds.

Average monthly balances for banking services for the calendar year ending, December 2023, are as follows:

Ledger Balance	\$2,762,409
Float	\$ 127,503
Collected Balance	\$2,634,904

Payroll and Accounts Payable checks are printed by the City using a laser printer with a signature fob for security.

Approximately three (3) stop payments are entered online for Account Payable checks each month. Payroll has minimal stop payments issued, approximately once per year.

The City currently does not use an e-lockbox or a lock box for payments, including payments received for utility billing services and Municipal Court.

The City maintains an account with the State of Oregon’s Local Government Investment Pool (LGIP). This account is used to provide liquidity to meet the City’s daily cash needs. It is also the account used for intergovernmental transfers between the City and other governmental jurisdictions.

It is the City’s intention to fully fund all electronic payments on the transactions’ effective date. At any time during the day, if the depository account is placed into a temporary overdraft position as a result of an electronic payment, the City expects the bank to initiate all electronic payments when requested regardless of the temporary overdraft position. City expects financial institution to notify City of any overdraft situation or pending transaction that may result in an overdraft position. Notification time should be reasonable to allow City to transfer funds.

**C. Electronic Transactions**

The City currently does not have ongoing/repeat wire transfers in or out. There can be an occasional non-repetitive outgoing wire transfer, such as purchase transactions of real property/land. All transactions are initiated online by the City. All wire transfers are initiated using dual authentication.

The City receives and initiates direct ACH debits and credits to the City’s main account. Direct credits are used for payments of taxes and retirement services through a payment portal. Examples are the Public Employees Retirement System (PERS), the Department of Revenue, and the Internal Revenue Service.

The City does not currently use a direct debit option for accounts receivable customers. Direct deposits are received from financial technology service providers (Metavante Services, Online Resources, CheckFree, etc.) for utility billing payments.

As cash flow needs are determined each day, the City will make transfers to and from the Local Government Investment Pool to withdraw or deposit funds, as needed. The transfers occur by wire transfer and ACH.

The Utility Billing department receives about 7,200 checks per month and uses a scanner and RemitPlus to upload the data to the bank daily. Utility Billing uses Util 360 software for their utility billing customer accounts, invoicing, and payment applications. RemitsPlus is used to generate an X9.37-2003 file, (also called x937 or an ICL file) to upload their scanned check file to the bank.

In calendar year 2023, Accounts Payable processed 73 regular check runs, (minimum of four check runs a month) that average 203 checks per check run (payroll deduction payments and manual checks) with an average monthly amount of \$2,157,068.

Accounts Payable direct deposits' average 135 transactions monthly for a total amount of \$1,919,850. ACH deposits to vendors are made using a corresponding direct deposit file uploaded to the bank to support the disbursement of funds. All direct deposit transfers are initiated using dual authentication.

Debt service payments are processed in accordance with a prepared debt service schedule. In 2023, the City transferred 14 debt service payments for the year, totaling \$6,254,941, with an average of \$446,781.50 per transfer.

In 2023, the City processed 167 Payroll deduction wire transfers for a total of \$2,848,402, with an average of \$130,828.75 per transfer. Currently 429 paychecks are processed semi-monthly by Payroll; 420 direct deposit/ACH and nine (9) checks.

**D. Reconciliation, Reporting and Online Account Access**

The City receives a Customer Analysis Statement for each calendar month within 15 days of the end of the month, and a Bank Statement with detailed account transactions for each calendar month within 10 days of the end of the month. Information regarding cancelled checks is available for export as BAI or CSV files on a monthly basis from the financial institution's customer banking site.

Detailed account transactions, cancelled checks, stop payments, electronic transactions and wires should be accessible by the City on the financial institutions' site for a minimum of 60 days. City shall have the ability to review transactions in real time on the financial institutions' site and to export detailed data for reporting, review, and analysis.

The City uses a bank reconciliation process within the City's enterprise resource planning software and will continue this process unless a more efficient method is available and proposed by the financial institution. On a daily basis, the City downloads the previous day activity in BAI format into our System for daily cash reconciliation. The download details information for the main account and includes the prior day's ending ledger and collected balance; one day, two day and two plus day float; total debits with a detailed listing; and total credits and a detailed listing. The Daily Bank Statement (Previous Day Summary and Detail) includes subsidiary account numbers (transaction reference

number/code per department/location) for departments' daily cash/check deposits, individual ACH credits, ACH debits, returned checks, and fees, if applicable.

Current online account access also includes the ability to enter wire transfers, review returned check detail, and ACH debit or credit memoranda, and enter stop payments.

#### **E. Branch Services**

For community branch services, the City has partnered with a local community bank; however, will partner with a financial institution that can provide the services required by the City. The deposit account should be available to hold up to \$20 million for cash flow purposes, acceptance of bank courier service deposits, as well as in-person deposits, cashing of petty cash checks, change funds, and coin/currency services.

The City has employees at several locations of which 12 make their deposits through the City's contractual bank courier service. The courier service picks up daily deposits from the various locations and delivers the separate deposits to the bank before 3:00 p.m. daily. On occasion departments may order change funds or cash petty cash checks at the bank branch in person.

Deposit slips include a 12-digit code on the MICR line, which includes a 2-digit code to indicate location/department, and the daily and monthly bank statements include those department/location codes. Bank bags are provided by the bank and are required to be used for each department/location deposit of checks and cash, and the local branch transfers the cash/coin deposit to a regional branch for processing.

The City requests automatic redeposit of returned checks up to two times. Checks and items returned are directly pulled by the financial institution from the City's bank account upon non-collection.

The City does not collect parking meter revenues. Downtown parking is provided by permit and monitored by the Albany Downtown Association.

#### **F. Required Scope of Services – Banking, Including Optional Services**

1. Has branch locations that provide a full range of banking services or an option that will meet the requirements of the banking scope of services.
2. Provides general bank account services and account maintenance.
3. Is able to service multiple accounts and provide options for streamlining cash management (e.g., zero balance accounts, deposit slips with location codes, etc.). Detailed reporting by account, location, and transaction type is required.
4. Provides depository services via banking centers, Electronic Funds Transfer, Automatic Clearing House, courier, online, desk top scanner, mobile payments, etc.
5. Provides deposit identification, reference or other coding, to identify recurring or vendor incoming electronic deposits.
6. Provides cash handling and cash management, including currency and coin availability and no-fee conversion for various City operations upon request at local branches by identifiable City staff.
7. Facilitates accounts payable services, including check services, positive pay with the ability to receive alerts and create exception rules, exceptions, electronic bill pay, Electronic Funds Transfer, and Automatic Clearing House.

8. Facilitates payroll services, including check services, EFT and ACH services; ability for non-bank customer City employees to cash checks with no fee.
9. Provides wire portal for sending and receiving wires.
10. Provides same day reporting on bank activity.
11. Provides information services, including online statements, alerts, item images, with prompt, current day and previous-day reporting options.
12. Provides secure online data file transmission for account reconciliations.
13. Provides electronic data exchange, such as Application Programming Interface (API) data transfer capability.
14. Provides capability to issue stop payments online.
15. Provides online notification of receipts, payments, statements and reports.
16. Provides alternate methods for instant notification of fraudulent bank transactions, e.g., text message, email, other alerts and notices, etc.
17. Provides online transfer to/from other accounts such as to and from the Local Government Investment Pool, custodial banks, trust accounts, etc.
18. Provides return item processing.
19. Provides supplies, such as bank bags, safety deposit boxes, scanners, etc.
20. Provides secure, web-based banking services for all transactions, services, imaging, and reporting for authorized staff. Provide options for establishing web-based customer banking and security at varying levels with appropriate internal controls and reporting functionality. (Desired levels include administrator, supervisor, processor/user, and read-only.)
21. Provides on-going process improvement and modernization and ability to interface/integrate with City's ERP system, automate processes, discuss and implement new banking products to the benefit of the City to save resources and maintain financial controls. Work with the City to implement upgrades and enhancements to the financial systems.
22. Provides electronic reports that are customizable and able to be exported to Excel or CSV formats.
23. Provides a monthly analysis report summarizing the charges by service for each account.
24. Provides prior month's report online within three (3) business days.
25. Is able to settle account analysis charges on a monthly basis.
26. Is able to provide deposit credit to the City's bank account within one day of settlement.
27. Proactively monitors and assists the City with managing its banking costs.
28. Has bank reconciliation tool(s), such as reference coding, primary codes, etc., to automate monthly bank reconciliation as much as possible.
29. Has electronic receipt/collection options: ACH, Zelle, Cash, Venmo, etc., with ability to distinguish and reconcile items from different lines of business and vendors in an automatic way. The City has received requests to accept receipts in different forms, other than credit cards for specific lines of business (Court, Utility Billing), but currently reconciling electronic payments can be a challenge.
30. Has a family of accounts option, such as a general master account, with subaccounts for tracking varying lines of City business; offer interest-bearing escrow account services with master account/sub account relationship (i.e., master account for City, subaccount for individual contractors).
31. Has no-fee to employee pay cards. Describe existence and cost of no-fee to employee paycheck cards or other payroll service for non-banked employees. (This item is in the exploratory phase; City may be interested in general information.)

32. Has no-fee pay cards/cash cards for purposes of jury payments, etc.
33. Provides additional banking services and products as technology changes.
34. Has lockbox services: same day credit images, reporting and processing.
  - Indicates the city and state of the designated P.O. Box address.
  - Has the ability to capture and electronically transmit payment remittance detail daily to the City in a format that can be uploaded into the City's software system(s).
  - Provides same-day deposit of funds received into the lockbox each business day.
  - Has the ability to image checks, remittance documents and other forms received.
  - Has the ability to securely archive payment remittance detail and make that detail available online within one day of processing. Has a process for logging and recording reconciliation issues in a secure and expedient manner.
  - Has the ability to charge lockbox service fees through the account analysis statement.

### **3.4.2 Merchant Card Services**

The utilization levels for Merchant Card activities exceed \$7 million on an annual basis with an annual transaction volume of approximately 31,000. City departments accept Visa, MasterCard, Discover, and American Express. Third-party processors and gateways vary dependent on the departments' software requirements and compatibility. Generally, all departments use Elavon and BridgePay for POS credit card transactions and cashiering in Tyler Enterprise ERP.

Departments receive online credit card credits/debits from processors/gateways as follows: Parks & Recreation – Clearent in Xplor Rec and Square used for concert/event receipts; Library – Stripe to collect fines, **Utility Billing – BridgePay and in March changed to Converge** and Community Development – Converge and/or Govolution in Accela.

#### **A. Minimum Qualifications**

Proposer must make a statement confirming they meet the minimum qualifications listed below within their Proposal Response for "Category 2 – Merchant Services".

1. Has a minimum of eight years' experience in servicing merchant needs of local government agencies, with five (5) years of Oregon banking experience.
2. Is able to assign a dedicated and experienced Relationship Manager, preferably in the Pacific Time zone, as the City's principal contact who will meet with the City at least semi-annually for a Business Review.
3. Is capable of providing services identified for merchant services including online technology solutions to deter fraud and enforce controls (e.g., fraud filters, payment authorization and stop payments, multi-factor authorization, etc.), and cash management solutions to maximize efficiency and effectiveness of City's accounts.
4. Has ability to service multiple payment options: point of sale, online push/pull, IVR, and mobile device, etc.
5. Is PCI/PA-DSS compliant.
6. **Must be compatible with the payment processor used with Tyler Cashiering for the on-premise version. Tyler Munis cashiering information is provided at: [Credit Card Gateway Options for Enterprise ERP Resident Access and Cashiering Flyer](#). See Cashiering 2021.1.**

## **B. City Transaction Volume for Merchant Services**

Transaction history is included in Attachment I. Reporting periods vary.

## **C. Required Scope of Services for Merchant Services**

1. Authorization, processing, and settlement of credit card and debit card transactions.
2. Establish new merchant accounts as requested by City.
3. Provide daily gross settlement and monthly automatic debit fees for each merchant account:
  - a. No later than one-day settlement for all transaction proceeds.
  - b. Merchant IDs must be identified in the addenda information provided in the ACH and included on its bank statements to identify settlements by individual merchant locations.
  - c. Fees should NOT be applied to an individual or batch deposit to reflect a "net" transaction.
4. Monitor the City's interchange charges. Provide assistance to resolve transaction downgrades and identify ways to minimize interchange costs.
5. Provide a secure online reporting platform with timely and comprehensive monthly and transaction-level reporting.
6. Provide EMV-compliant point of sale terminals with activated point to point encryption.
7. Provide operational support to the City in support of City departments.
8. Provide timely communication regarding system upgrades, service interruptions, and Card Association pricing and service changes.
9. Advise the City regarding PCI DSS compliance matters.

### **3.4.3 Procurement Card Services**

The City has been using Bank of America procurement cards since 2013 for purchasing materials and supplies, as well as for managing City-related travel and training expenses. The program currently has just over 200 active cards with average monthly spending ranging from \$420,506 to \$595,074. Monthly payments are pulled by the bank within three (3) working days after the month ends.

Cards purchases are limited by approved merchant category codes, credit limits, and use restrictions. The City has department cards and individual cards; Accounts Payable is authorized to pay invoices using a Pcard. The City does not use ghost cards or emergency cards currently for any payment transactions.

The City has been a member of the Bank of America (City of Portland) Consortium Rebate Program and in CY 2022, received a rebate of \$75,900.

## **6. Minimum Qualifications**

Proposer must make a statement confirming they meet the minimum qualifications listed below within their Proposal Response for "Category 3 – Procurement Card Services".

1. Offers multiple Procurement Card platforms.
2. Has a minimum of eight years' experience providing procurement card services to local government agencies or other public sector clients with similar scope and complexity and five (5) years of Oregon banking experience.
3. Has a dedicated governmental banking services division/team.

4. Is capable of providing services identified for procurement cards including online technology solutions to deter fraud and enforce controls (e.g., fraud filters, payment authorization and stop payments, multi-factor authorization, etc.), and cash management solutions to maximize efficiency and effectiveness of City's accounts.
5. Agrees to assign experienced and dedicated staff who are committed and capable of providing quality account services.

**B. City Transaction Volume for Procurement Card Services**

Summary of the volume and transactions for Procurement Card Services beginning July 2023:

<b>Month</b>	<b># of Transactions</b>	<b>\$ Volume</b>
July	1141	\$666,269.43
August	1036	\$517,100.22
September	860	\$595,074.97
October	1185	\$534,034.65
November	876	\$521,297.59
December	899	\$420,506.99
January	890	\$422,448.50

Average transactions over the past seven (7) months are 984 and the average spend is \$525,247.48.

**C. Required Scope of Services for Procurement Card Services**

1. Issue 200+ cards (department cards, individual cards, and emergency cards).
2. Provide detailed online reporting services.
3. Provide an e-payables program.
4. Is compatible with Tyler Technologies Enterprise ERP System.
5. Provide a dedicated account representative with public sector experience to manage the City's account.
6. Provide direct customer service during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time.
7. Provide fraud protection to identify and prevent fraudulent use of cards.

**3.5 OPTIONAL PREPROPOSAL MEETING**

Interested Proposers are encouraged to attend the Optional Preproposal Meeting to be held remotely on Thursday, March 14, 2024, 2:30 p.m. to 3:30 p.m., using a virtual hosted meeting, <https://global.gotomeeting.com/join/331205725>. Interested parties can also dial in using their phones (1-872-240-3311, access code 331-205-725). This meeting provides all parties an opportunity to ask questions and clarifications regarding the solicitation and categories of service(s) specifications.

**3.6 PROJECT TIMELINES**

The City anticipates a project timeline for Banking and Merchant services to begin July 1, 2024. The current services are provided by U.S. Bank and should continue with a goal to have accounts reconciled and fully transitioned to the successful Proposer's financial institution by September 30, 2024.

Using a staggered approach for service(s) implementation and conversion, the City anticipates Procurement Card services to begin approximately January 2025. The City's current bank for



procurement card services is Bank of America. The City may consider alternative proposed timelines and approaches. Proposer should include a recommendation with proposal submittal if an alternative option to the City's timeframe is recommended.

### **3.7 WORK PERFORMED BY CITY**

The Contractor will coordinate with the City to implement the proposed Project Timelines. Any specific duties the City should perform for the project shall be identified by the Contractor. Work to be subcontracted shall be communicated and agreed to by the City in advance.

Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. The City will do its utmost to provide a timely response regarding issues and questions that may arise. The City will reserve the right to initiate conferences with the contractor to review the work in progress at any time.

### **3.8 CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS**

The selected Proposer(s) will utilize employees who can perform the work described in the RFP scope of services and must wear or provide identification so individual is readily identifiable as an employee of the Proposer(s) when conducting business at the City of Albany. Selected Proposer(s)' employees shall not represent to anyone they are an employee of the City of Albany. The selected Proposer(s) must comply with all City required Oregon Health Authority (OHA) guidelines and OSHA restrictions while providing any onsite services.

The City and the selected Proposer(s) will promptly notify the other of any complaints received within 24 hours, and at the request of the City, shall promptly replace any employee, or subcontractor, should a situation arise, that cannot be remedied.

### **3.9 FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENTS**

The resulting contract will be a fixed price contract with an economic price adjustment once annually after the initial five-year term and at the request of the selected Proposer(s). Any change in pricing will be subject to a maximum increase in any one year for the period ending three (3) months prior to the first day of the contract term, or three (3) percent, whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://www.bls.gov/cpi/latest-numbers.htm>.

In times of extreme and unforeseen market volatility, the City may negotiate "temporary" price adjustments with the selected Proposer. As a result of the unexpected cost increases, the City reserves the right to annually request an equitable reciprocal adjustment to pricing should prices trend downward.

### **3.10 KEY PERSONNEL**

Proposer(s) shall acknowledge and agree that if selected, the Proposer(s) is entering into this contract because of the special qualifications of the Proposers' key personnel. In this contract the City is engaging the expertise, experience, judgment, and personal attention of key personnel. The Proposer(s) shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must

be acceptable to the City Representative. Proposer(s) will provide City with key personnel who have experience with the Proposers' company and services.

### **3.11 CERTIFICATION OF BACKGROUND CHECK PROGRAMS**

Proposer(s) must provide assurance that they conduct background checks upon employment, and as needed, or if an employee assignment should change and includes driving record and criminal record in all states that the assigned employee has resided. Assigned employees must have background check results acceptable by the City Representative. Proposer(s) must certify they have an Employee Background Check Program.

### **3.12 CITY REPRESENTATIVE**

The City's Representative(s) shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representatives shall also have authority to reject all work that does not conform to the contract documents. The City's Representatives are Casey Headley, Finance Manager, [casey.headley@albanyoregon.gov](mailto:casey.headley@albanyoregon.gov), and Jeanna Yeager, Finance Director, [jeanna.yeager@albanyoregon.gov](mailto:jeanna.yeager@albanyoregon.gov).

Upon contract implementation and acceptance, the City Representatives or designee will oversee payment reconciliation and contract oversight. The City's Representatives shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract are being properly fulfilled. The inspection of the work completed shall not relieve the Contractor of his/her obligation to perform acceptable work in conformance with these contract documents.

### **3.13 INCREASE OR DECREASE IN SERVICES**

The City shall have the option to increase or decrease product services and may request the selected Proposer(s) to provide additional services or assist with special projects for the City. All change orders to the contract will be negotiated, in the form of an amendment to the contract, and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price resulting from the increase or decrease in the scope of work and related cost of services. The amendment shall be executed by both parties.

## SECTION 4 – TECHNICAL REQUIREMENTS PER CATEGORY OF SERVICE

### 4.1 TECHNICAL REQUIREMENTS BANKING SERVICES

Proposer must provide a complete response to the Technical Requirements for each Category of Services they are responding to and include it with their submission.

#### **A. Relationship Management**

The client relationship manager assigned to the City must have relevant experience managing similar account relationships with other large government agencies; be regularly attentive to the City's accounts; knowledgeable in complex banking services; authorized to represent the bank in all areas of the account relationship; have the authority and command the resources to resolve issues; able to provide solutions for improving the service and efficiency of the City's banking services; and, commit to meeting semi-annually for a Business Review.

The client relationship manager must be supported by a service team that is available to resolve operational issues of varying levels of priority and complexity. The City should be able to phone and/or email a representative and receive a response within the same or next business day, depending on severity of the issue, with contingency support available at all times.

1. Identify key personnel who will coordinate activities and perform work related to the services described in this RFP. For each individual, summarize their experience, applicable professional credentials, years employed in industry and with the Proposer, work location, percentage of time that will be devoted to the City, and their role(s) during both implementation/transition and the ongoing provision of services.
2. Comment on the ability to sustain the loss of key personnel.
3. Describe your communication methods, timeliness, and frequency when service is impacted.
4. Describe which services (if any) the Proposer will subcontract and identify the entities the subcontract(s), if applicable, will be with and describe how the Proposer will proactively manage the customer service aspects of the relationship with the City.
5. Describe how the Proposer ensures seamless service and customer support across these third-party arrangements, if applicable.

#### **B. Operational Capacity and Capability and Reporting**

1. UPGRADES – Describe any foreseeable (next 24 months) material upgrades/changes to your banking services platform and/or reporting capabilities.
2. DATA UPLOADS – Describe how banking data can be uploaded to and interfaced with Tyler Technologies Enterprise ERP.
3. ONLINE BANKING – Describe your capabilities to provide Online Banking, including the following:
  - a. Security Administration, including ability to assign users to certain accounts and/or certain services.
  - b. Default control options (dual custody, etc.) and method used to adjust.
  - c. Transaction execution and confirmation.
  - d. Reporting.
4. RETURN ITEM PROCESSING – Describe your service options, including viewing items and redeposit.

5. BRANCH SERVICES – Describe branch capabilities, including:
  - a. Ability to cash City payroll checks at no charge to City employees.
  - b. Type of identification required to cash payroll checks.
6. REMOTE DEPOSIT CAPTURE (RDC) – Describe your RDC service, including:
  - a. Scanning equipment and software.
  - b. Deadlines for same-day credit.
  - c. Document retention policies for checks converted or processed.
7. WIRE TRANSFER – Describe your wire transfer service, including:
  - a. Policy regarding daylight overdrafts, including aggregation of accounts.
  - b. Deadlines for same day transfers.
  - c. Confirmation of outgoing and incoming wires.
  - d. Security measures for wire initiation and approval.
  - e. Process and deadlines for correcting errors.
  - f. Creating and storing recurring/repetitive instructions and templates.
  - g. Creating and storing future-dated instructions.
8. ACH – Describe your ACH service, including:
  - a. Pre-notification policy and cost.
  - b. Fraud filters and debit blocks.
  - c. Automatic file receipt acknowledgement.
  - d. Transmission deadlines.
  - e. Latest time the bank's EDI report of current day credit/debit postings is available.
  - f. Controls to protect against lost files and duplicate transmissions.
  - g. How returned/rejected items/transmissions are handled/reported.
  - h. Process and deadlines for correcting errors.
  - i. Process and timeline for establishing new ACH Company ID's.
9. POSITIVE PAY – Describe your positive pay service, including:
  - a. Verification fields.
  - b. Teller data update schedule.
  - c. Data transmission methods, time windows and frequency.
  - d. Control options – notification default, alters to users to review items.
  - e. Online access to view/decision exception items. Include time images are available and decision deadline.
  - f. Treatment of stale dated checks.
10. ELECTRONIC IMAGING AND STORAGE OF DOCUMENTS – Describe your document storage and imaging service, including options for:
  - a. Viewing images of paid checks and deposited items.
  - b. Archiving and storage.
11. OVERDRAFT PROCESSING – Describe your overdraft processing service, including:
  - a. Whether accounts are aggregated for calculation/fee purposes.
  - b. Rate basis for overdrafts.
  - c. Definition of "daylight overdrafts" and "overnight overdrafts".
  - d. What balances(s) are used to calculate overdrafts, e.g., collected, ledger or other.
  - e. Standard prioritization for posting items during intra-day or overnight processing.

12. CONTROLLED DISBURSEMENTS – Describe your controlled disbursement service, including:
  - a. Latest notification time.
  - b. Number and timing of daily Fed letters.
  - c. Funding alternatives.
  - d. Transmission alternatives.
  - e. Imaging options.
  - f. Reporting detail.
13. STOP PAYMENTS – Describe your stop payment service, including:
  - a. Initiation and renewal process.
  - b. Time period to become effective.
  - c. Duration (e.g., six months or in perpetuity) and renewal options.
  - d. Update frequency of positive pay files.
14. REPORTING – Describe your reporting service, including:
  - a. How soon after prior-day and month-end, that statements and reports are available.
  - b. Number of business days that statements, reports, and transaction data are available online.
  - c. Whether users can export statement and report data. List all exportable formats.
  - d. Describe all customizable reporting capabilities and level of customization available.
  - e. Provide samples of:
    - i. Prior day account summary and detail transaction posting showing ledger balance, collected balance, float balance, etc.
    - ii. Daily balance reporting – summary.
    - iii. Daily balance reporting – detail (with check detail and images).
    - iv. Daily ACH and wire with full addenda information.
    - v. Current day reporting.
    - vi. Intra-day reporting (real time or delayed).
    - vii. Controlled disbursement reporting.
    - viii. Positive pay exception reporting and decisions.
    - ix. Online cleared check information/images.
    - x. Monthly statement.
    - xi. Account analysis statement.
15. DISPUTES – Describe your dispute resolution process.
16. Describe the process to add-on additional banking services and products during the term of the contract as technology changes and as City’s banking needs and desires change.
17. Describe the process for regularly reviewing the City’s account activity and ensuring the City is paying the lowest cost for its banking services.
18. Describe financial institution’s lockbox services: same day credit, images, reporting and processing.
19. Describe any other services your financial institution might suggest for the City that have not been specifically mentioned above.

**C. Pricing & Cost Proposal for Banking Services**

Proposer should agree to be compensated with compensating balances and invoicing, or a combination, as determined by the City. For the purposes of compensating balance, overdraft and negative collected balance calculations, the Proposer agrees to treat City’s accounts with the bank on

a daily consolidated basis, and so long as City's accounts on a daily consolidated basis maintain a positive ledger balance, no charges will be assessed for individual accounts being in a negative ledger position. Earnings Credit Rate (ECR) changes will be communicated to the City a month or more in advance by the bank. ECR will be calculated based on the Average Positive Collected Balance of the City's consolidated accounts.

1. Explain your methodology for calculating collected balances and earnings credit.
2. Explain your policy regarding overdrafts, negative balances, and interest rate charged on negative balances.
3. Use Attachment E to price your banking services. Include any implementation fees, one-time charges, research fees, minimum fees and all other processing fees or charges that will be charged. Indicate any incentives based on volume, timeliness of payment or other measures.
4. Use Attachment H for Transactions and Volume History for Banking Services.
5. Supporting documentation is acceptable.

## **4.2 Technical Requirements for Merchant Services**

### **A. Relationship Management**

The client relationship manager assigned to the City must be reasonably available to assist in resolving any issues and to provide suggested solutions for improving the service and efficiency of merchant services. The client relationship manager should be knowledgeable in complex merchant services, regularly attentive to the City's account activities, must be fully authorized to represent the bank in all areas of the account relationship and be prepared to meet with the City semi-annually for a Business Review. The client relationship manager should be supported by service team available to timely resolve issues at varying levels of priority and complexity. For operational issues, the City should be able to phone and/or email a representative and receive a response with the same or next business day depending on the severity of the issue. Contingency support must be available at all times. The City reserves the right to use other merchant services providers if it is in the City's best interest.

1. Identify key personnel who will coordinate activities and perform work related to the services described in this RFP. For each individual, summarize their experience, applicable professional credentials, years employed in industry and with the Proposer, work location, percentage of time that will be devoted to the City, and their role(s) during both implementation/transition and the ongoing provision of services.
2. Comment on the ability to sustain the loss of key personnel.
3. Describe your communication methods, timeliness, and frequency when service is impacted.
4. Describe which services (if any) the Proposer will subcontract and identify the entities the subcontract(s), if applicable, will be with and describe how the Proposer will proactively manage the customer service aspects of the relationship with the City.
5. Describe how the Proposer ensures seamless service and customer support across these third-party arrangements, if applicable.

### **B. Operational Capacity & Capability and Reporting**

Describe your knowledge and experience providing merchant services to customers similar to the City in scope and complexity. Detail any specific assistance you have provided which assisted customers in the cost-effective operation of their merchant services.

1. Indicate whether your processing system is provided, hosted or maintained by an outside vendor. If so, provide details of the arrangement, the name of the vendor, and indicate the length of the relationship with the vendor.
2. Within the Proposer's entire processing portfolio, describe the City's volume ranking given our current number of transactions annually. What would the City's transaction volume ranking be within your public sector portfolio?
3. Describe any foreseeable (next 24 months) upgrades/changes to your processing platform and/or reporting capabilities. Describe how your clients will be impacted and how they will maintain access to historical transactional data. Include how often the system is upgraded and/or enhanced.
4. Describe the process, including forms to order a new merchant account.
5. Describe the policies and procedures, if any, regarding notifying the City of or closing inactive merchant accounts.
6. Describe the procedures to reverse an incorrect authorization and how City would be notified of an authorization transmission failure or of transactions that have been authorized but not settled.
7. Describe your chargeback, refund/credit, adjustment processes, including notification to Treasury and to merchant locations.
8. Describe your capability of systematically identifying and eliminating duplicate transactions.
9. Describe your batch processing procedures, timeframes, settlement schedules(s) and funds availability, including limitations on the number of transactions allowed per batch, number of batches that can be transmitted daily per merchant account, and how Saturday and Sunday transaction data is reflected. Explain if the settlement time selected impacts the ability to provide next day settlement of if any processing cutoff times or deadlines exist.
10. Will you strictly adhere to the card association rules that call for the full return of interchange to the merchant for returns, reversals and chargebacks?
11. Describe all standard reports provided, indicating how soon after month-end reports are available and whether system users can export report data and list all supported formats.
12. Confirm whether settlement amounts are broken out by merchant location.
13. Indicate how long account statement and transaction information is stored and available to users.
14. Describe any system or capacity limitations for running/downloading standard and user-run reports.
15. Provide samples of an account statement, chargeback and retrieval report, interchange analysis report, and any other standard reports.
16. Describe any other services you might suggest for the City that have not been specifically mentioned above.

**C. PCI DSS Compliance**

1. Describe how Proposer manages and supports PCI DSS compliance of its merchants, including resources available to the City.
2. What PCI DSS reporting will you regularly require from the City?
3. Describe any PCI DSS violations or data breach events in the last five (5) years that impacted you as an acquirer or that impacted a merchant in your processing portfolio. What were the impacts to other merchants in your processing portfolio? What steps have you taken to reduce risk of these events in the future?

#### **D. Pricing & Cost Proposal for Merchant Services**

The City requires that costing provided under this RFP be fixed for the contract term. City recognizes that pricing for payment card processing includes interchange and assessments. Proposer agrees to pass-through interchange and assessments directly for each merchant account and, in the event of increases or decreases to interchange and/or assessments at any transaction qualification level, the new rate(s) will be passed through directly. Contract value will reflect total processing and interchange costs estimated for the term of the contract.

1. Describe the methodology you utilize to figure Interchange Plus pricing, detailing any discount rate that may be applicable to the charges, and listing and defining your markup and any additional fees. Include any one time or set up charges, research fees and include all other merchant and transaction processing fees or charges that will or could be charged. Indicate whether you offer lower pricing for "on us" transactions, where the end-customer uses a payments card issued by the acquiring bank. Indicate whether fees are a percentage of the transaction, a flat fee per transaction, a one-time fee or a flat fee per month. If any of the fees listed are zero, note whether the cost is being charged under a separate item, not available, or not included in the service.
2. Confirm you will credit a City bank account for the gross amount of all transactions followed by an invoice covering all contractually agreed upon interchange, assessment and acquirer/processor fees.
3. The City relies on EMV-compliant point-of-sale terminals with point-to-point encryption. List equipment model(s) offered and pricing, including all one-time and ongoing costs. Indicate ordering/delivery timeline.
4. Confirm whether City's existing terminals are compatible with your system with reprogramming or whether new terminals are required.
5. The City requests the Proposer to proactively monitor and assist the City to manage its interchange costs.
  - a. Describe your process for regularly reviewing the City's account activity and ensuring transactions qualify for the lowest interchange category.
  - b. Describe any programs or services offered to reduce interchange.
6. Use Attachment F to price your merchant services. Include any one-time charge for implementation, equipment fees, minimum fees, monthly and annual maintenance fees and all other processing fees or charges that will be charged. Use the volume data provided for 2023.
7. Supporting documentation is acceptable.

#### **4.3 *Technical Requirements for Procurement Card Services***

##### **A. Relationship Management**

The client relationship manager assigned to the City must be reasonably available to assist in resolving any issues and to provide suggested solutions for improving the service and efficiency of Procurement Card services. The client relationship manager should be knowledgeable, regularly attentive to the City's account activities, must be fully authorized to represent the bank in all areas of the account relationship and be prepared to meet with the City semi-annually for a Business Review. The client relationship manager should be supported by service team available to timely resolve issues at varying levels of priority and complexity. For operational issues, the City should be able to phone and/or email



a representative and receive a response with the same or next business day depending on the severity of the issue. Contingency support must be available at all times.

1. Identify key personnel who will coordinate activities and perform work related to the services described in this RFP. For each individual, summarize their experience, applicable professional credentials, years employed in industry and with the Proposer, work location, percentage of time that will be devoted to the City, and their role(s) during both implementation/transition and the ongoing provision of services.
2. Comment on the ability to sustain the loss of key personnel.
3. Describe your communication methods, timeliness, and frequency when service is impacted.
4. Describe which services (if any) the Proposer will subcontract and identify the entities the subcontract(s), if applicable, will be with and describe how the Proposer will proactively manage the customer service aspects of the relationship with the City.
5. Describe how the Proposer ensures seamless service and customer support across these third-party arrangements, if applicable.

**B. Operational Capacity & Capability & Reporting**

1. What card platform(s) does your program employ (e.g. MasterCard, Visa, Discover, American Express). If more than one is used, which would you recommend for the City and why.
2. Describe any foreseeable (next 24 months) upgrades/changes to your processing platform and/or reporting capabilities. Describe how your clients will be impacted and how they will maintain access to historical transactional data. Include how often the system is upgraded and/or enhanced.
3. Describe your firm's card process for the following functions, including the capabilities and functionality provided to City Card Administrators and time for changes to become effective:
  - a. New card issuance (including activation, shipment delivery options and timeframe).
  - b. Deactivation of cards.
  - c. Lost or stolen cards.
  - d. Replacement cards/account numbers (including emergency situations).
  - e. Modifying a cardholder's profile.
4. Does your firm offer an e-payables program? If yes, describe the program.
5. Describe the controls and features available within your Procurement Card services to reduce the risk of unauthorized transactions and fraud.
6. Describe management controls at both the corporate and individual card level that are available as part of your service (e.g., individual purchase limits).
7. Provide information about the availability of transaction history, both online and from your firm.
8. Describe the liabilities of the City and employees in the event of fraud, abuse or loss of a card.
9. Describe your fraud process and include under what circumstances employees' cards are shut down and how they are reactivated. Describe how potential fraud is communicated with cardholders and administrators.
10. Describe your data security programs.
11. Describe your flexibility and available options for card renewal (e.g., financial institution assigned, or customer specified).
12. Describe the process for training administrators.
13. Describe the online reporting provided to cardholders and administrators. List your most commonly used reports.

14. Does the online reporting system provide real-time information on transactions? How long does it take transaction data to become available?
15. Describe the electronic data available online that can be downloaded. In what format is information available? Can individual transactions be automatically coded for entry in the City's accounting system software? Can charges be broken down by card number and department number?
16. Describe how the system can help the City to automate the workflow and approvals process.
17. What spend or analysis reports are available for management? Provide an example report.
18. Is your system compatible with Tyler Technologies Enterprise ERP?
19. Describe any other services you might suggest for the City that have not been specifically mentioned above.

**C. Billing Statements & Rebate**

1. Describe the frequency of billing statements and in what format statements are provided.
2. Describe available payment terms and options related to payment cycles and grace periods.
3. Does your program offer a rebate? Provide information on your rebate program including:
  - a. A rebate schedule for card activity at various usage levels and for your e-payable program if applicable.
  - b. Describe any other factors, such as average transaction size or exceptions that affect the rebate amount.

**D. Pricing & Cost Proposal for Procurement Card Services**

1. Provide a cost estimate for procurement card payment processing based on the transaction volumes provided since July 1, 2023.
  - a. List all typical procurement card transaction types and the respective fee amounts.
  - b. Include if pricing will vary depending on how the card payment is received and the timing of the settlement.
  - c. Provide the methodology used to calculate and collect fees and price adjustments.
2. Include a comprehensive procurement card services fee schedule that lists all fees and charges that might be charged to the City's account.
  - a. Provide one-time set-up and equipment fees, if applicable.
  - b. Provide any volume levels associated with price breaks.
3. Provide an estimate of fees and cost associated with providing an e-payables program with a volume of approximately \$1 million annually.
4. Use Attachment G to price your procurement card services. Include any one-time charge for implementation, card and equipment fees, minimum fees, monthly and annual maintenance fees and all other processing fees or charges that will be charged.
5. Supporting documentation is acceptable.

## SECTION 5 – SUBMITTAL REQUIREMENTS

### 5.1 SUBMITTAL PROCESS

Each proposal must include, at a minimum, the items listed in the scope of work and the Proposer's Submittal Checklist. The proposal must contain the mandatory submittal requirements listed below. Incomplete proposals may be considered nonresponsive. A completeness check will be conducted for each proposal.

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City may disqualify the Proposer. Joint proposals will not be accepted. Proposals that merely offer to provide services as stated in this RFP will be considered non-responsive.

### 5.2 PROPOSAL FORMAT

Proposals must address all submission requirements set forth in this RFP and must describe how the services will be provided. Proposals should be prepared and submitted in non-editable pdf format, labeled to match those sections in the RFP, all pages should be numbered, and the Cost Proposal should be submitted separately as a pdf.

The proposal should be prepared succinctly, providing a straightforward, concise description of the Proposer's ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. The City reserves the right to reject proposals that are deemed illegible or too difficult to read. A copy of the proposal Response should be submitted as a separate pdf in a redacted form for dispersal should a record request be submitted.

### 5.3 PROPOSER REPRESENTATIONS

Before submitting a proposal, the Proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

### 5.4 PROPOSAL REQUIREMENTS

Each Proposer must provide a clear understanding of the work to be performed as described in Section 3 and demonstrated by the comprehensiveness and appropriateness of the proposal and provide specific qualifications of prior work experience within a governmental environment. **Proposer shall provide a separate response per Category of Services for Sections 5.4.6 through Sections 5.4.11, as well as responding to the respective questions in Section 3, (if applicable), and Section 4 Technical Requirements, 4.1 (A-B), 4.2 (A-C) and/or 4.3 (A-C). One response is acceptable for information requested below in 5.4.1-5.4.5.**

#### 5.4.1 Cover Page

Include the following information on the cover page:

- RFP Title and Category of Service(s) included within the Response.
- Name, title, address, telephone number, fax number, email address of Proposer's primary contact person.

- Date of submission.

In addition to the above information, but not in lieu thereof, Proposers may include other information on the cover page.

#### **5.4.2 Table of Contents**

- Include a Table of Contents with the submitted proposal. All material items comprising the proposal should be clearly identified and easily located.

#### **5.4.3 Transmittal Letter**

- Include a Transmittal Letter with the proposal, not exceeding two pages in length.
- Identify by name and contact information the person Proposer wishes the City to contact after proposals have been evaluated, scored and ranked.
- Summarize the key points of the proposal and provide an interest and willingness to enter into a contract with the City.
- Include a statement that the Proposer agrees to perform all work outlined in the RFP.
- Name of person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result.
- List any exceptions to the City's Standard Terms and Conditions Agreement.

#### **5.4.4 Disclosure Statement**

- Provide a statement disclosing whether the Proposer or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing products and/or services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.
- Provide a statement regarding any litigation Proposer's company has been involved in where an adverse decision may have resulted in a material change to Proposer's financial position of future viability.

#### **5.4.5 Management Letter & Financial Strength**

- Include full legal name, including any and all company names previously use, including DBA, if applicable
- Provide the total number of years the firm has been in business, the general scope of services the firm provides, the current number of employees, and current principal areas of expertise.
- Include a narrative description of the firm's organization and history and its relationship to any larger business entity. Include an organizational chart depicting the information provided. Include if there is a local office.
- Describe similar work performed involving the items called out in the scope of work of each category of services Proposer is submitting a response for consideration.
- Describe how the City would rank with other clients/customers in terms of size and complexity of services for the service categories.
- Provide the last two (2) years of audited annual financial statements for the bank and its holding company, if applicable, or merchant. A link may be provided.

#### **5.4.6 Minimum Qualifications per Category of Service(s)**

The minimum qualifications are listed in Section 3.4 per category of service. Proposer must:

- Meet the minimum qualifications and requirements for each applicable category of service. Proposer must submit a statement to certify and confirm compliance with the scope of service(s)' minimum requirements.
- Meet the City's insurance coverage requirements for the duration of the contract term.

#### **5.4.7 Knowledge, Experience and Qualifications of Key Personnel Per Category of Service(s)**

- Identify key personnel who will coordinate activities and perform work related to the services described in this RFP. For each individual, summarize their experience, applicable professional credentials, years employed in industry and with the Proposer, work location, percentage of time that will be devoted to the City, and their role(s) during both implementation/transition and the ongoing provision of services.
- Indicate the use of subcontractors and provide a scope of services for the subcontractor, their roles and responsibilities.
- Provide an organizational chart of the proposed Key Personnel and Relationship Team.
- Include direct experience in Oregon and working with local government.

#### **5.4.8 Technical Requirements Per Category of Service(s)**

- Provide a complete response to each question/item outlined in the specific Technical Requirements per Category of Service.

#### **5.4.9 Project Approach & Understanding (PA) 25%, Implementation (I) 25%, & Security Measures (SM) 50% Per Category of Service(s)**

- (PA) Describe your customer service model and philosophy, including communication methods, prioritization and escalation processes and timeframes.
- (PA) Describe any programs or services offered that will improve the City's banking processes.
- (I) Describe how the Proposer will partner with the City and provide a conversion and implementation plan with action steps, timeline, team members and roles/responsibilities for transitioning to your financial institution (if selected).
- (I) Describe how you will assist the City to effectively manage a transition and implementation.
- (SM) Demonstrate how you would assist the City through the forensic investigation and remediation in the event data is compromised or exposed.
- (SM) Describe your disaster recovery procedures, including whether data is archived and stored at an off-site location, how often related protocols are tested, and the last time a full-scale disaster recovery test was performed. Describe any outages

impacting customer access and customer service of your systems over the last five years and how quickly they were resolved.

- (SM) Describe the security measures used to prevent unauthorized user access (physical or otherwise to Proposer's system or data. Indicate whether there ever has been a security compromise or breach of Proposer's processing systems, applications, or data. If yes, explain the processes used to notify customers, to protect customer data and the safeguards now in place to prevent such a compromise in the future.

#### **5.4.10 Cost Proposal Per Category of Service(s)**

Submit a pricing proposal for the services described under the Scope of Work per Category of Service. The pricing proposal should include the following:

- A complete cost proposal of all services described in your proposal response and has addressed the questions and requirements in Sections 4.1.C, 4.2.D, and/or 4.3.D.
- Include any implementation fees, one-time set-up charges, research fees, minimum fees, equipment, or other processing fees that will be charged but are not identified on the Proposer's cost proposal.
- Include all transition and conversion costs that are applicable.
- Identify any incentives based on volume, discounts, rebates, or required equipment.
- A guarantee of the fees proposed for the initial five-year contract term.
- Assuming the cost proposal is based on a pricing model of services on a monthly and annual basis, Proposer should provide sufficient information to allow the City to estimate total contract price for the described scope of work by Category of Services.
- Completed Cost Proposal provided as Attachments E-G.
- Included additional information to support pricing and related costs.

#### **5.4.11 References Per Category of Service(s)**

- Provide three (3) current public sector references similar in scope and complexity to the City. Include the date(s) the services were furnished, the client's name, address, and the name, email address, and phone number of the individual the City can contact. Include one reference for a new client that implemented your services within the last two (2) years.
- References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Additional references may be contacted by the City at its discretion

## **SECTION 6 – EVALUATION CRITERIA AND CONTRACT AWARD**

### **6.1 SELECTION PROCESS**

The process to select a Contractor will consist of a solicitation of proposals from all Proposers interested in providing the required services described in this RFP. Proposers shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner. The City intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to the City. Upon completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal best meets the City’s expectations for providing the highest quality of services at a cost representing the best value to the City.

### **6.2 SELECTION REVIEW TEAM**

The Selection Review Team will be comprised of a minimum of three members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation for an award. The City may seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews, if applicable, and lend any such expertise to the process as requested. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, have communications with any Proposers regarding their proposals or the process.

Proposals must provide a concise description of the Proposer’s ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### **6.3 EVALUATION CRITERIA**

The criteria listed below will be used to evaluate the proposal response to determine the Apparent Successful Proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria, the requirements listed in the Scope of Work, Section 3, Technical Requirements, Section 4, and Submittal Requirements, Section 5. To facilitate the evaluation of proposals, the services have been divided into Categories of Services: 1) Banking Services; 2) Merchant Services; and 3) Procurement Card Services.

### **6.4 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS**

Proposers must describe their qualifications and commitment to providing the scope of services defined in the RFP. A separate response shall be submitted for each category of service(s) that the Proposer is providing a Response to, and as noted in Section 5.4, and displayed in Section 6.6.

## 6.5 EXHIBITS REQUIRED

Proposers should only submit the following exhibits one (1) time regardless of the number of categories of services the Proposer is responding to.

1. Proposal Certification (Exhibit A)
2. Certification for Corporation or Independent Contractor (Exhibit B)
3. Responsibility Certification (Exhibit C)
4. Insurance Requirements (Exhibit D)
5. Employee Background Check Program Certification (Exhibit E)

## 6.6 EVALUATION CRITERIA SCORE GRID

The criteria listed below will be used to evaluate the capabilities and strengths of interested financial institutions to provide the described technical services. Total possible points will be 150 with a possible additional 60 points for Presentations, Demonstrations and Interviews, and 50 points if Post-Demonstrations – Technical Evaluations are conducted.

<b>Evaluation Criteria</b>	
<b>Phase 1 Evaluation</b>	
Cover Page	P/F
Table of Contents	P/F
Transmittal Letter	P/F
Disclosure Statement	P/F
Minimum Qualifications Per Category of Service(s)	P/F
<b>Phase 2 Evaluation – 190 points</b>	
Management Letter & Financial Strength	10
Knowledge, Experience and Qualifications of Key Personnel Per Category of Service(s)	35
<b>Project Approach &amp; Understanding (25%), Implementation (25%), &amp; Security Measures (50%) Per Category of Service(s)</b>	<b>80</b>
Technical Requirements Per Category of Service(s)	40
Cost Proposal Per Category of Service(s)	25
<b>Total Points Phase 2</b>	<b>190</b>



<b>Phase 3 Evaluation – Competitive Range – Demonstrations &amp; Presentations, Per Category of Service- 60 points</b>	
Product Ease of Use	30
Presentations, Demonstrations, and Interviews	25
References Per Category of Service(s)	5
<b>Total Points Phase 2 &amp; Phase 3</b>	<b>250</b>
<b>Phase 4 Optional Post-Demonstration - Technical Evaluation – 50 points</b>	
Post-Demonstration Technical Evaluation	50
<b>Total Possible Points Available all Phases</b>	<b>300</b>

### 6.7 COMPETITIVE RANGE

After Proposals are reviewed in Phase 2, the City will determine the Competitive Range and those Proposers who will move on to Phase 3. The City will establish a Competitive Range of up to five, however, the City may increase the number of qualified Proposers in the Competitive Range if the City’s evaluation indicates the scores are closely competitive or have a reasonable chance of being determined to be the best Proposer(s) or decrease the number if there is a natural break in the scores between the higher and lower scored proposals.

Proposers must meet the requirements and demonstrate the necessary experience and qualifications to complete the project with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City.

### 6.8 PRESENTATIONS, DEMONSTRATIONS AND INTERVIEWS – PHASE 3

The functional and technical product demonstration and presentation of the Proposers’ approach will be presented according to a pre-defined script issued by the City of Albany. All Proposers must follow this script during their Presentation/Demonstration process and will include the ability to successfully demonstrate the City’s functional and technical requirements. City staff will be reviewing and scoring the product’s ease of use during this phase based on the Proposer’s product demonstration covering all areas of the script. Demonstrations may be provided in person, by video, or remote, or a combination of the methods.

The City reserves the right to request additional information, interviews, post-demonstrations and follow-up, or any other type of clarifications needed regarding the Proposer’s Proposal information the City deems necessary to evaluate their proposed solution. An anticipated date for Presentations, Demonstrations and Interviews is included in the RFP Schedule.

### 6.9 OPTIONAL POST-DEMONSTRATION - TECHNICAL EVALUATION – PHASE 4

In addition to scripted functional demonstrations, the City may request multiple, additional post

demonstrations in order to distill extensive technical information and functionality. This evaluation may be scheduled on an as-needed basis after the first round of demonstrations. An additional 50 points may be attributed.

#### **6.10 RANKING OF PROPOSALS AND SELECTION**

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and presentations, demonstrations, and interviews, and post-demo technical evaluations (if applicable), with the first-ranked Proposer(s) being that Proposer(s) who is deemed to be the most appropriate and fully capable to perform the service or services, and the second-ranked Proposer(s) being the next most appropriate, all in the sole judgment of the Selection Review Committee.

Contractor's scores will be totaled and ranked. Any Proposer's response to this RFP will be considered de facto permission to the City of Albany to disclose the results, when completed, to selected viewers at the sole discretion of the City of Albany.

#### **6.11 NEGOTIATIONS**

The City may commence serial negotiations with the highest ranked, eligible Proposers or commence simultaneous negotiations with all eligible Proposers. The City may negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

#### **6.12 BEST AND FINAL OFFERS**

If in the best interest of the City it has chosen to employ a method of Proposer selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

#### **6.13 CONTRACT AWARD**

The award of a contract is accomplished by executing a contract with one or more financial institutions for selected service categories. The resulting contract(s) will be a written agreement that incorporates the entire RFP, attachments, exhibits, Proposer's response, clarifications, addenda, and statement of work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample Standard Terms and Conditions Agreement, Attachment A.

The Proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked Proposer if the contract negotiation attempts are unsuccessful with the Apparent Successful Proposer.

#### **6.14 INSURANCE REQUIREMENTS**

The successful Proposer must be covered by commercial general liability, automobile liability, professional liability, and cyber liability. Proposer must be covered by workers' compensation

insurance which will extend to and include work in Oregon unless Proposer is exempt from workers' compensation.

Proposer must provide evidence of insurance and certify that Proposer will meet the City insurance requirements as defined in the RFP if awarded a contract. Proposer must provide a Certificate of Insurance reflecting the insurance requirements within seven days of the Notice of Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer.

## EXHIBIT A – PROPOSAL CERTIFICATION

The undersigned hereby proposes and if selected agrees to furnish the equipment and services described herein in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the Proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

### **Certifications**

**Non-Collusion** The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees, or parties in interest, including the affiant.

**Discrimination** The undersigned has not discriminated and will not discriminate against any minority, women, or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

**Conflict of Interest** The undersigned Proposer and each person signing on behalf of the Proposer certifies they do not have a personal or organizational conflict of interest. Proposer certifies they have not participated in drafting the scope of work or writing specifications required for the project.

In the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

**Work Furnished** The undersigned hereby submits this Response to furnish all work, services, systems, materials, equipment, and labor as indicated herein, and agrees to be bound by all related contract documents.

**Public Record** Proposer agrees that proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked. **Indicate if Redaction is Required:**  Yes  No

**Hosting Solution** Proposer agrees the proposed hosting solution location(s) for maintaining and making available any of City's data or that of its clients or customers, applicable to the Contract, shall be physically located within the USA and will not change the location(s) of its hosting solution without prior written approval from the City.

**Disadvantaged Business Enterprises (DBE)** *(check applicable box)*:  Yes  No **Type of DBE** \_\_\_\_\_

**Reciprocal Preference Law – Residency** *(check one box)*  Resident Bidder (Oregon)  Non-Resident Bidder

**Addenda Acknowledgement-** No(s). \_\_\_ Dated \_\_\_ No(s). \_\_\_ Dated \_\_\_ No(s). \_\_\_ Dated \_\_\_ No(s) \_\_\_ Dated: \_\_\_

**Intergovernmental Cooperative Procurement** *(check applicable box)*:  Yes  No

### **Signature Block**

*The undersigned hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.*

\_\_\_\_\_  
Contractor Name/Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax Identification No.

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT B – CERTIFICATION FOR CORPORATION OR INDEPENDENT CONTRACTOR**

**A. Contractor is a Corporation, Limited Liability Company, or a Partnership**

*I certify under penalty of perjury that Contractor is a (check one):*

- Corporation       Limited Liability Company       Partnership       Nonprofit Corporation  
authorized to do business  
in the State of Oregon

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

---

**B. Contractor is a Sole Proprietor Working as an Independent Contractor**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business.
5. Contractor is customarily engaged as an Independent Contractor if at least three of the following statements are true.

---

**C. Independent Contractor**

*You must check at least three to establish that you are an Independent Contractor.*

- A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and to fire such persons.

Contractor Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT C – RESPONSIBILITY CERTIFICATION

Failure to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Procurement within 30 days of any change in the information provided on this form. Proposer must check all applicable boxes to reflect compliance.

***The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:***

- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
- Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Have, within a five-year period preceding the date of this certification had a judgment entered against Contractor or its principals arising out of the performance of a public or private contract;
- Have pending in any state or federal court any litigation in which there is a claim against Contractor or any of its principals arising out of the performance of a public or private contract; and
- Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

***The Proposer certifies to the best of its knowledge that:***

- Contractor is registered to do business in the State of Oregon.
- Contractor can perform the work as indicated in the RFP for the contract term.
- Contractor has experience with similar projects and had a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise necessary to meet all contractual responsibilities.
- Contractor has not been debarred or suspended by any federal, state, or local agency; Contractor is not listed on the State of Oregon's Ineligible Contractors list; Contractor is not listed on the SAM Exclusion list (federal funding requirement).

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT D – INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below. Evidence of Insurance shall be provided with Proposal Response. Coverages underlined AND marked with an "X" as "Required" are mandatory.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.  
 Check this box if Contractor is exempt and provide qualified reason: \_\_\_\_\_

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide **Tail Coverage**.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Commercial General Liability** insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".** A combination of primary and **Excess Liability or an Umbrella insurance policy** may be used to meet the required limits of insurance.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$3,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$10,000,000 per occurrence and \$10,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of Personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

- If this box is checked, the limits shall be \$1,000,000 per occurrence.  
 If this box is checked, the limits shall be \$2,000,000 per occurrence.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Pollution Liability** covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**

- If this box is checked, the limits shall be \$2,000,000 per incident/claim and \$2,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Cyber Liability - Technology Errors & Omissions & Network Information Security & Privacy Liability** for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. **Coverage must include limits of not less than \$5,000,000.**

If this box is checked, the limits shall be \$2,000,000 per occurrence/claim and \$2,000,000 annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence/claim and \$5,000,000 annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Garage Keepers' Legal Liability** - Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include \$500,000 combined single limit per location.**

Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Garage Liability** - Coverage for vehicles driven during storage or safekeeping. **Combined single limit per occurrence shall not be less than \$2,000,000.**

Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Excess Liability or Umbrella Liability Policy** - A combination of primary and Excess Liability or Umbrella Insurance coverage policy may be used to meet the required limits of insurance required by City. Contractor must indicate such on the certificate of insurance or within the endorsements.

**Sexual Abuse and Molestation** - If coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage is required. **Coverage must be not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate.**

Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

**Deductible or Self-Insured Retention (SIR)** - Contractor must provide Bondability letter with Proposal Response should SIR apply to insurance coverage(s), and any deductible or SIR must be declared to and approved by the City before contract award. Contractor is required to procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses, or reduce or eliminate such deductible or SIR as respects to City, its officers, employees and agents.

**Additional Insured** - City must be included by name as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

**Description of Operations** - Shall state: "Project Name: The City of Albany, its officers, employees, and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions, and exclusions." A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

**Certificate Holder - Shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.**

**Insurance Renewals** - Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@albanyoregon.gov](mailto:insurance@albanyoregon.gov).

**Contractor certifies that he/she will comply with the City's insurance requirements.**

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_



**EXHIBIT E – EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION**

Proposers shall demonstrate and disclose to the City of Albany that he/she has an Employee Background Check Program in place before a public contract is awarded.

Therefore, by signing this Certification, the Proposer does hereby certify and confirms that, as the proposed Contractor for the City of Albany’s **Banking, Merchant, and Procurement Card Services**, he/she has an Employee Background Check Program in place.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A – *SAMPLE CONTRACT***  
**STANDARD TERMS AND CONDITIONS**  
**AGREEMENT TO FURNISH BANKING, MERCHANT,**  
**AND PROCUREMENT CARD SERVICES**  
**TO THE CITY OF ALBANY, OREGON**

**ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as (“CONTRACTOR”), agrees to provide **Banking, Merchant, and Procurement Card Services**, including related equipment, as defined in the Request for Proposals, for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The contract term shall be for five years, (Initial Term) commencing May 2024, and ending April 2029, with an option to extend the contract five additional one-year terms, or one additional five-year term. If CITY elects to renew the contract, a written notice shall be provided a minimum of forty-five (45) calendar days prior to the expiration of the current contract of its intent to do so.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Statement of Work, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Appendices, and Proposer’s Response.

CITY will assist CONTRACTOR by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document will control. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of CONTRACTOR and CITY will not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

**ARTICLE II: RESPONSIBILITIES OF CONTRACTOR**

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed with additional services not defined in Article I will be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONTRACTOR agrees to provide goods and services as defined in this RFP, Proposer’s Response, Statement of Work, if applicable, to the satisfaction of CITY.
- C. Level of Competence. CONTRACTOR will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed and for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, if applicable, and other work products furnished under this

agreement. CONTRACTOR must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel. \_\_\_\_\_ will serve as the lead under the terms of this Agreement. CONTRACTOR acknowledges and agrees that CITY selected CONTRACTOR for award of this Contract because of the special qualifications of CONTRACTOR's key personnel. CONTRACTOR shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide CITY with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the CITY's prior written consent
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of CITY, with an unlimited, royalty free license for CITY use, and will be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONTRACTOR must ensure that each of its subcontractors complies with these requirements.
- H. Record Retention and Review. CONTRACTOR must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of CONTRACTOR to inspection, review, or audit by personnel duly authorized by CITY upon reasonable advance written notice from CITY to CONTRACTOR. CONTRACTOR will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. CONTRACTOR will be responsible for any audit exceptions or disallowed costs incurred by CONTRACTOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. CONTRACTOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of CITY's obligation to make

payment. If CONTRACTOR fails to complete and return the W-9 to CITY, payment to CONTRACTOR may be delayed, or CITY may, in its discretion, terminate the Contract.

- K. ACH Direct Payment Authorization. CITY prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTOR must complete CITY's ACH Vendor Direct Payment Authorization available at <https://albanyoregon.gov/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.345(27).
- L. Pay Equity Compliance. As required by ORS 279B.235, CONTRACTOR must comply with ORS 652.220 and will not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles CITY to terminate this Agreement for cause.

Contracts valued at \$500,000 with Contractors that have 50 or more employees are required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and submit a certificate as proof before awarded a contract. CONTRACTOR certifies that they have taken the required Pay Equity Training and have provided a certificate to the CITY.

- M. Preference for Recycled Materials. As required by ORS 279A.125, CONTRACTOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five (5) percent.
- N. Compliance with Tax Laws. CONTRACTOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. Communicable Diseases. CONTRACTOR understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONTRACTOR could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONTRACTOR's participation.
- P. Debarment and Suspension. CONTRACTOR, its subcontractors, if any, will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local or federal department or agency, or the State of Oregon. CONTRACTOR will not utilize subcontractors that have been debarred by any local or

federal department or agency, or the State of Oregon.

- Q. Conflict of Interest. CONTRACTOR will prohibit any employee, governing body, subcontractor, volunteer, or organization from participating in this contract if the person(s) or entity has an actual or potential conflict of interest with regards to the funding provided under this agreement. CONTRACTOR must disclose in a timely manner and in writing to CITY all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement. Neither CONTRACTOR nor CONTRACTOR's principals or governing body shall be involved in any current or pending litigation that will be construed as a conflict of interest in the CITY's sole discretion.

### **ARTICLE III: RESPONSIBILITIES OF CITY**

- A. Authorization to Proceed. CITY will authorize CONTRACTOR upon execution of the contract to start work on any of the services defined in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from CONTRACTOR for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, accountant, auditor, risk consultant and any other Contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

### **ARTICLE IV: MODIFICATIONS**

CITY or CONTRACTOR will not make modifications to the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications will be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements will not be binding, and no further compensation will be allowed for any work performed.

### **ARTICLE V: COMPENSATION**

CITY agrees to pay for the goods and services procured in Article I in accordance with the compensation provisions described in this Agreement and set forth in the Cost Proposal, Exhibit A.

Invoices shall be directed to the City of Albany, Attention: Accounts Payable, P.O. Box 490, Albany, OR 97321. Invoices may be emailed to [accountspayable@albanyoregon.gov](mailto:accountspayable@albanyoregon.gov).

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONTRACTOR billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, CITY's obligation to pay money beyond

the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other Officer charged with the responsibility for preparing CITY's biennial budget must include in the budget for each fiscal year the amount of the CITY financial obligation payable in such year and the City Manager or such other Officer will use his/her best efforts to obtain the annual appropriations required to authorize said payments.

## **ARTICLE VI: INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of CONTRACTOR, its officers, employees, volunteers, subcontractors, or agents.

## **ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, CONTRACTOR must furnish CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice given to City. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

### **A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Cyber Liability Insurance: Technology Errors and Omissions and Information Security & Privacy Liability.
5. Professional Liability Insurance: Insurance on an occurrence or claims made basis with 24-month tail coverage.

### **B. Minimum Limits of Insurance**

CONTRACTOR must maintain limits no less than:

- |                                 |   |
|---------------------------------|---|
| 1. Commercial General Liability | \$2,000,000 Each Occurrence                         |
|                                 | \$2,000,000 Personal Injury                         |
|                                 | \$3,000,000 General Aggregate                       |
|                                 | \$3,000,000 Products/Completed Operations Aggregate |

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis". A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance.

- |                           |   |
|---------------------------|---|
| 2. Automobile Liability:  | \$2,000,000 Per Occurrence  |
| 3. Employers Liability:   | \$1,000,000 Each Accident<br>\$1,000,000 Disease Aggregate<br>\$1,000,000 Disease Each Employee |
| 4. Cyber Liability        | \$5,000,000 per occurrence/claim<br>\$5,000,000 general aggregate                               |
| 5. Professional Liability | \$2,000,000 Per incident/Claim<br>\$2,000,000 Annual Aggregate                                  |

### C. Technology Errors and Omissions Information Security and Privacy Liability

CONTRACTOR shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform services related to the Services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

#### Technology Products & Services E&O - Information Security & Privacy Liability for Service Provided to Others.

1. Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.
2. Such insurance shall include limits of coverage of not less than \$5,000,000 and shall remain in effect for not less than two (2) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to CITY for two years following termination or expiration of this Contract.

### D. **Insurance Requirements for Subcontractors and Volunteers**

Should CONTRACTOR subcontract any part of the Contract, CONTRACTOR will require those subcontractors or affiliates, if not covered under CONTRACTOR's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above. Should CONTRACTOR use volunteers for any part of the Contract, CONTRACTOR should include volunteer under CONTRACTOR's insurance policy and shall require volunteers or volunteer's legal guardian, when applicable, to sign a waiver of liability.

### E. **Deductibles and Self-Insured Retentions (SIR)**

Any deductible or self-insured retention must be declared to and approved by CITY. At the option of CITY, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects CITY, its officers, employees and agents; or CONTRACTOR will procure a letter of credit or surety bond

guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**F. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR's or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies must not affect coverage provided to CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage – The insurer must agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by CONTRACTOR for CITY.

**G. Excess or an Umbrella Insurance Policy**

A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance. Indication of use must be provided either on the certificate of insurance or within the endorsements.

**ARTICLE VIII: ASSIGNMENT**

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement will be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subcontractors by CONTRACTOR or subsidiary or affiliate firms of CONTRACTOR for technical or professional services will not be considered an assignment of a portion of this Agreement, and CONTRACTOR will remain fully responsible for the work performed, whether such performance is by CONTRACTOR or subcontractors. No subcontractors will be used without the written approval of CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

**ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

**ARTICLE X: SUSPENSION OF WORK**

CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement.



CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. CONTRACTOR may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

#### **ARTICLE XI: EARLY TERMINATION OF WORK**

- A. CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

#### **ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION**

- A. If CITY terminates pursuant to Article XI(A), CITY will pay CONTRACTOR for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If CITY terminates pursuant to Article XI(B), CITY is entitled all remedies available at law or equity. In addition, CONTRACTOR must pay CITY all damages, costs, and sums incurred by CITY as a result of the breach.
- C. If CONTRACTOR justifiably terminates the Agreement pursuant to Article XI(B), CONTRACTOR's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If CITY's termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and CONTRACTOR will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, CONTRACTOR's work product before the date of termination becomes property of CITY.
- F. In the event of termination, CONTRACTOR must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONTRACTOR will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONTRACTOR must provide to CITY all work products, material, documents,

etc., gathered or compiled, related to the project, whether in CONTRACTOR's possession at the time of termination or received later.

### **ARTICLE XIII: NOTICES**

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

City:

M. Sean Kidd  
City Attorney  
260 Ferry Street SW, Suite 202  
Albany, Oregon 97321  
[sean@longdel.com](mailto:sean@longdel.com)

With copy to:

City of Albany  
Attn: Peter Troedsson, City Manager  
P.O. Box 490  
Albany, Oregon 97321  
[peter.troedsson@albanyoregon.gov](mailto:peter.troedsson@albanyoregon.gov)

### **ARTICLE XIV: FORCE MAJEURE**

Neither CITY nor CONTRACTOR will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

### **ARTICLE XV: DISPUTE COSTS**

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

### **ARTICLE XVI: CONFLICT AND SEVERABILITY**

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement will control. Any provision of this document found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of the document.

### **ARTICLE XVII: CONSTRUCTION**

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

### **ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, CONTRACTOR agrees as follows: CONTRACTOR will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any

sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **ARTICLE XIX: COURT OF JURISDICTION**

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Courts in and for Linn County, Oregon.

#### **ARTICLE XX: EFFECTIVE DATE**

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

#### **ARTICLE XXI: ELECTRONIC SIGNATURES**

Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a contract or record and executed and adopted by a party with the intent to sign, authenticate or accept such contract or record. Any signature hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law and may not be denied legal effect ORS 84.019.

#### **ARTICLE XXII: INTERGOVERNMENTAL COOPERATIVE PROCUREMENT**

Pursuant to ORS 279A.205 through 279A.215, other Public Agencies may use the purchase agreement resulting from this RFP unless CONTRACTOR expressly notes in the proposal that the prices quoted are available to the City only. The condition of such use by other Agencies is that any such Agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the CONTRACTOR; the City accepts no responsibility for performance by either the successful CONTRACTOR or such other Agency using this Agreement. With such condition, the City consents to such use by any other Public Agency.

**BANKING, MERCHANT AND PROCUREMENT CARD SERVICES AGREEMENT:**

**CONTRACTOR:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email

\_\_\_\_\_

Social Security No. (if individual)

\_\_\_\_\_

Unique Entity Identifier (UEI) (federal funds, if applicable)

\_\_\_\_\_

Type of Disadvantaged Business Enterprise (DBE) or COBID (if applicable)

\_\_\_\_\_

Tax Identification No. (if incorporated)

*Note: Signatures of two officers are required for a corporation.*

**CITY OF ALBANY, OREGON:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jeanna Yeager  
Finance Director

APPROVED AS TO FORM:

By: \_\_\_\_\_

M. Sean Kidd, City Attorney

## **ATTACHMENT B – DEFINITIONS**

This attachment provides definitions of terms used throughout this Request for Proposals solicitation document and the Exhibits.

ACH: Automated Clearing House.

ACH Credit: the City can initiate the sending of an ACH file to the Contractor where the payment would be posted to the designated account.

ACH Debit: an electronic payment method that allows the Contractor to automatically debit the City's designated account at the end of the chosen settlement period for the amount owed for that billing cycle.

ACCOUNT: each Purchasing Card account, including one or more Cardless Accounts (Ghost Accounts), which Contractor (i) issued pursuant to this Contract or (ii) issues and still outstanding as of the effective date of this Contract pursuant to a previous Contract no longer in effect. Each reference in this Contract to "the Account" will mean the City's Account, a Participant's Account, a Cardholder's Account, or any combination thereof as applicable.

ASC X12: the official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange (EDI) standards. Also known as ANSI ASC X12.

ASSOCIATIONS: the group of card-issuing banks or organizations that set common transaction terms for merchants, issuers, and acquirers. Some major associations are Visa, MasterCard American Express and Discover.

AUTHORIZED USER/USER: the representative of the City or Participating Agency that leverages a Procurement Card, manages Procurement Cards, and/or accesses the online system.

AUTOMATED CLEARING HOUSE (ACH): the central distribution point for transferring funds electronically for participating depository financial institutions. Transactions are accumulated and sorted by destination for transmission during a predetermined period. It includes small dollar payments in large transaction volume.

BASIS POINTS: a unit of measure for incentive share/rebate rates. One basis point is equal to 1/100th of 1% or 0.01% or 0.0001.

BILLING CYCLE: a specific recurring time period between the time statements of account/invoices are processed.

BILLING STATEMENT: the official invoice provided to the City, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and all applicable fees and charges.

BUSINESS DAY: each day on which Contractor is open to conduct business related to the Services

provided under this contract.

**BUSINESS USE:** use for City-approved business-related purposes.

**CALCULATION PERIOD:** the 12-month period from January to December and thereafter each subsequent twelve-month period.

**CARD ISSUER:** the financial institution issuing a Procurement Card or account. Also referred to as a card issuer, card provider or bank.

**CARD USER AGREEMENT:** the Agreement between the City or Participating Agency and awarded Contractor verifying credit availability, account information, and agreeing to the terms and conditions of the Contract.

**CARDHOLDER:** an employee, contractor, or representative of a Participating Agency to whom a Procurement Card is issued for making designated business purchases/payments on behalf of his or her organization.

**CARDLESS ACCOUNT, CONTROL ACCOUNT, GHOST ACCOUNT:** an Account for which the Contractor assigns only an Account number, but provides no Card.

**CASH ADVANCE:** the use of the Account to obtain cash from a participating financial institution or merchant, or from an ATM or to obtain items readily convertible into cash including, without limitation, money orders,

**CITY, OWNER:** the City of Albany, Oregon, a municipal corporation.

**CITY'S REPRESENTATIVE, DESIGNEE, CONTRACT ADMINISTRATOR:** the person or persons designated by the City to administer this contract and monitor compliance hereunder.

**CJIS:** Criminal Justice Information System.

**COBID:** Certification Office for Business Inclusion and Diversity.

**COMPLETED WORK:** all meetings conducted, minutes prepared and approved, exercise completed, after-action reports and improvement reports prepared and approved, and final bill submitted to and received by the City of Albany.

**CONTRACT DOCUMENTS:** all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Standard Terms and Conditions Agreement, Statement of Work, Proposal Certification, Certification for Corporation or Independent Contractor, Responsibility Certification, Insurance Requirements, Cost Proposal, and other attachments, exhibits, or appendices, addenda applicable to the final Contract Documents, and written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

**CONTRACTOR, CONSULTANT, VENDOR, SUPPLIER, FIRM, COMPANY:** the person or entity or entities that has undertaken to perform the work subject of the Contract and by whom or on whose behalf the contract was signed.

**CREDIT LOSSES:** any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

**CUSTOMER SERVICE REPRESENTATIVE:** an employee of the Contractor assigned to the City or Participating Agency to assist the Dedicated Account Manager in providing day-to-day assistance with regard to Procurement Card Program Services and Maintenance.

**CYCLE DAYS:** the number of days from the start of the billing period to the Billing Statement date.

**DBE:** Disadvantaged Business Enterprise.

**DISADVANTAGED BUSINESS ENTERPRISES:** small businesses that are at least 51% owned by Minorities: Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Subcontinent Asian Americans; Women; and Other individuals on a case-by-case basis.

**DECLINED TRANSACTION:** the transaction where authorization has been refused by the card issuer's transaction authorization system.

**DEDICATED ACCOUNT MANAGER:** the employee of the Contractor assigned to the City or Participating Agency to provide day-to-day assistance with regard to Procurement Card Program Services, issues, resolution, and Maintenance.

**DEI:** Diversity, Equity, and Inclusion.

**DIVERSITY, EQUITY, AND INCLUSION:** the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective.

**DEPARTMENT:** the functional business unit of an organization such as finance, human resources, public works, fire, etc.

**DELIVERABLE:** the acceptable product or service as identified in the statement of work; received as requested at the right time, place, quality, quantity, and price. Deliverable must be measurable to determine that all conditions and acceptable performance are met.

**DEVICE:** a device such as a Card or Account number which the Contractor provides under the Contract to use to make Transactions or other charges on the Account.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:** includes firms that are certified as a DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

**DUPLICATE TRANSACTION:** a transaction that has been processed twice for the same purchase.

**EFTS:** Electronic Funds Transfer Service.

**ERP:** Enterprise Resource Planning.

**FILE TURN:** the speed of payment by the City or a Participating Agency to the Contractor; also considered an average collection period. Sometimes referred to as days receivables outstanding or client-held days.

**FOIA:** Freedom of Information Act.

**FOREIGN TRANSACTION FEE:** a charge applied to purchase made in foreign countries (outside the United States). Purchases made online from your home country where the vendor is foreign and processes the transaction in its local currency.

**FRAUD:** the unauthorized use of a card, resulting in an acquisition whereby the Participating Agency does not benefit.

**GRACE DAYS:** the number of days after the Billing Statement closing date within which payment is due.

**IMPLEMENTATION:** the process of putting all card program functions and activities into place.

**INVOICE:** the document reflecting account details for the billing period including debits, credits, transaction detail and balance due.

**LARGE TICKET INTERCHANGE:** certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

**LEVEL 1 DATA:** the standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date transaction/credit was processed by the Contractor, Contractor processing/transaction reference number for each transaction/credit, and other data elements as defined by the Associations or similar entity.

**LEVEL 2 DATA:** in addition to Level 1 data, includes sales tax amount, company information, and other data elements as defined by the Associations or similar entity.

**LEVEL 3 DATA:** in addition to the Level 2 data, includes cost, quantiles, unit of measure, product codes, product descriptions, and ship to/from zip codes, freight amount, duty amount, order date, discount amount, order number and other data elements as defined by the Associations or similar entity.

**LGIP:** Local Government Investment Pool



LOCAL GOVERNMENT INVESTMENT POOL: an open-ended, no-load diversified portfolio offered to eligible participants, including municipalities, political subdivisions or public corporations of Oregon that by law are made the custodian of, or have control of, any public funds.

MERCHANT CATEGORY CODES (MCC): a system of four-digit codes, maintained by networks, used to identify a merchant's principle trade, profession or line of business; a MCC is assigned to a merchant by the merchant or merchant acquirer.

MWESB: Minority-owned, Women-owned, or Emerging Small Business.

NATIONAL ANNUAL VOLUME: the total annual volume of spend by the City/Participating Agencies for all Procurement Card products in a calendar year.

NATIONAL ANNUAL VOLUME INCENTIVE: the rebate or Incentive Share earned by the City/Participating Agencies based on their National Annual Volume.

Non-Standard Volume: the transactions that are processed using Reduced Interchange Rate as determined through an agreement between the merchant and the Association.

OAR: Oregon Administrative Rules.

OHA: Oregon Health Authority.

ORS: Oregon Revised Statutes.

OSHA: Occupational Safety and Health Administration.

PARTICIPATING AGENCY: any eligible organization executing their own contract with Contractor as allowed by Intergovernmental Cooperative Purchasing under the Contract.

PAYMENT DUE DATE: the payment due date shown on the Account Billing Statement, which date shall be the last day of the Settlement Period.

PCI COMPLIANCE: Payment Card Industry standards that companies must stick to in order to process payment information online. These best practices are collectively known as the Payment Card Industry Data Security Standard, and they were created by the PCI SSC.

PCI DSS: Payment Card Industry Data Security Standard.

PCI QSA: Payment Card Industry Qualified Security Assessor.

PCI SSC: Payment Card Industry Security Standards Council.

PII: Personally Identifiable Information.

POS: Point of Sale.

PROCUREMENT CARD: the charge card (payment method) used for making payments for various goods, services and business expenses.

PRODUCT CODE (PC): a unique identifier, assigned to product types (e.g. maintenance, tires, etc.) within a Fleet management system.

PROGRAM ADMINISTRATOR(S): both City and Participating Agency Procurement Card Program Administrators.

PROMPT PAYMENT INCENTIVE: a rebate or incentive earned by City/Participating Agency based on their average speed of pay/file turn days.

PROPOSER: any entity submitting a proposal or response to the Request for Proposals (RFP), competitive solicitation.

PROTECTED CLASS: a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

PROTECTED INFORMATION: data or information that has been designated as private or confidential by law or by the City

QUARTER: the three (3) month period based on the yearly calendar as follows:

- Quarter 1 (Q1) – January, February & March
- Quarter 2 (Q2) – April, May & June
- Quarter 3 (Q3), July, August, & September
- Quarter 4 (Q4) – October, November & December.

QUARTERLY NON-STANDARD VOLUME: the total Non-Standard Volume sales for a Quarter.

QUARTERLY NON-STANDARD VOLUME INCENTIVE: the rebate or incentive share earned by a Participating Agency based on their Non-Standard Volume sales for a Quarter.

QUARTERLY STANDARD VOLUME: the Quarterly Total Volume less any Non-Standard Volume sales for a Quarter.

QUARTERLY STANDARD VOLUME INCENTIVE: the rebate or incentive share earned by the City/ Participating Agency based on their Quarterly Standard Volume.

QUARTERLY TOTAL VOLUME: the total quarterly volume spend by all Participating Agencies for all Procurement Card liability products in a Quarter.

RDC: Remote Deposit Capture.

**REMOTE DEPOSIT CAPTURE:** a technology-based method that allows a bank to accept checks for deposit using electronic images instead of physical paper versions.

**REBATE MULTIPLIER:** the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Rebate Multiplier below.

**RESIDENT BIDDER:** a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12-calendar months immediately preceding submission of a bid, has a business address in the State of Oregon, and has stated in the bid that the Bidder is a "Resident Bidder" as defined in ORS 279A.120(1).

**REQUIREMENTS CONTRACT:** a form of indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected Contractor, with deliveries to be scheduled by placing orders with the Contractor.

**RESPONSIBLE PROPOSER:** a person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 and that has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575. When used alone, Responsible means meeting the aforementioned standards and is also defined in ORS 279B.110.

**RESPONSIVE PROPOSAL:** an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

**SDS:** Safety Data Sheets and information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical.

**SETTLEMENT PERIOD:** the number of days after the statement closing date within which payment is due.

**SPECIFICATIONS:** the directions, requirements, explanations, terms, and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

**STANDARD TRANSACTIONS:** the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

**STANDARD VOLUME:** all transactions, less Non-Standard Volume, fees, cash advances, convenience checks, Fraud, chargebacks and net of Write-Off Adjustments.

**STATEMENT OF TIME:** a period of time, unless stated as a number of City business days, will include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting

contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

**STATEMENT OF WORK or SOW:** the formal document that defines the entire scope of the work involved for a Supplier or Contractor and clarifies deliverables, costs, and timeline, and provides direction on the specific services that the Contractor is expected to perform by detailing the work activities and deliverables.

**SUBSTANTIAL COMPLETION:** a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

**TOTAL CREDIT LOSSES:** for any Calculation Period, the sum of (i) Contractor's Credit Losses on the Card Accounts for the Calculation Period and (ii) Contractor's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Contract.

**TRANSACTION:** a purchase or reservation of Goods or Services or a Cash Advance made or facilitated by use of a Device or the Account.

**TRANSACTION VOLUME:** for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash Advances and convenience checks are not included in Transaction Volume.

**TRAVEL CARD:** Procurement Card used by organizations and their employees for travel expenses. Also referred to as a Corporate Card.

**UEI:** Unique Entity Identifier; Required of contractors awarded federally funded contracts.

**UNAUTHORIZED USE:** use of the Account or a Device by a person (i) who is not a Cardholder, (ii) who does not have actual, implied or apparent authority to use the Account or Device; and (ii) whose use does not result in a direct or indirect benefit for City, a Participating Agency, or Cardholder.

**WORK:** all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

**ZBA:** zero balance account.

## ATTACHMENT C – PROTECTED INFORMATION POLICY

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City, or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Information Systems Security.** Contractor agrees at all times to maintain commercially reasonable information systems security that, at a minimum, includes industry-standard security and privacy controls, network firewall provisioning, intrusion detection/prevention and periodic third-party penetration testing. Likewise, Contractor agrees to maintain information systems security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology Special Publication 800-53, including those at <https://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate City contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, Contractor will not undertake litigation on behalf of the City without prior written consent. In the event of a security breach of personal information as defined in ORS 646A.600 or Contractor’s failure to maintain PCI DSS compliance, the City’s costs for breach notices, consumer credit monitoring, regulatory penalties, fines, investigations, and forensic activities arising from a data or security breach of personal information or from lack of PCI CSS compliance shall be considered direct damages.

5. **Data Storage and Backup.** Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no City data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.

7. **PCI Compliance.** Contractor agrees to comply with Payment Card Industry Data Security Standard (PCI DSS). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a Payment Card Industry Qualified Security Assessor (PCI QSA).

8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within seven (7) days of the request of an agent of City whichever shall come first.

9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

10. **Remedies for Disclosure of Confidential Information.** Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such

unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants City the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

- 11. Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to both Contractor and City.
- 12. Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems, or facilities.
- 13. Survival.** Confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

## ATTACHMENT D – REFERENCES PER CATEGORY OF SERVICE

**Provide complete references with telephone numbers and email below per Category of Service.** References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

### REFERENCE 1

---

Organization Name

---

Phone

---

Contact Person

---

Email (needed for reference checks)

---

Address

---

Contract Term

---

City, State, Zip

Project Description:

---

---

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### REFERENCE 2

---

Organization Name

---

Phone

---

Contact Person

---

Email (needed for reference checks)

---

Address

---

Contract Term

---

City, State, Zip

Project Description:

---

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**REFERENCE 3**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email (needed for reference checks)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contract Term

\_\_\_\_\_  
City, State, Zip

Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE 4**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email (needed for reference checks)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contract Term

\_\_\_\_\_  
City, State, Zip

Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT E – COST PROPOSAL BANKING SERVICES

Based on the data below and volume and count listed in Attachment H, provide unit prices per service or per count for Banking Services. If an item is currently not provided with a count, include a unit price. If an item is not included and the financial institution recommends the item for efficiency and state-of-the art banking, please include and insert the items at the end of the list. If an item is no longer provided, indicate as "n/a". Additional supporting documentation may be included and attached.

Average monthly balances for banking services for the calendar year ending, December 2023, are as follows:

Ledger Balance	\$2,762,409
Float	\$ 127,503
Collected Balance	\$2,634,904

Provide Unit Prices per Service and based on one main account.

<b>General</b>	
Account maintenance	
Banking center deposit	
Vault deposit	
General checks paid truncated	
ZBA master account	
ZBA subsidiary account	
Returns – chargebacks	
Returns – redeposit services	
Returns – single item advance	
Checks deposited un-encoded items	
Debits posted electronic	
Credits posted electronic	
Deposit account statements	
<b>Coin/Currency Services</b>	
Currency/coin - \$100 banking center	
Currency/coin - \$100 vault	
Coin deposit standard bag vault	
Coin deposit nonstandard bag vault	
Deposit correction – cash	
Deposit conditions – surcharge vault	
<b>General ACH Services</b>	
ACH optional reports online	
ACH return item	
ACH monthly maintenance	
ACH input – portal	
ACH input – file	

ACH blocks authorization instructions	
ACH blocks authorization maintenance	
ACH originated addenda	
ACH standard reports electronic	
ACH consumer on us credits	
ACH consumer off us credits	
ACH corporate off us debits	
ACH credit received item	
ACH debit received item	
ACH positive pay account maintenance	
<b>Wire Transfer</b>	
Monthly maintenance fee	
Online wire out - domestic	
<b>Account Reconciliation</b>	
ARP full positive pay maintenance report	
ARP full positive pay input per item	
ARP reconciliation transaction end of cycle	
ARP void cancel items	
Positive pay exceptions	
ARP positive pay maintenance - no reconciliation	
ARP full positive pay paid item	
Payee positive pay – issue match	
Payee positive pay maintenance	
<b>Information Services</b>	
Positive Pay online reports	
Online subscription	
<b>EDI Services</b>	
EDI report	
EDI invoices received	
EDI maintenance	
<b>Image</b>	
Positive Pay Image	
Image archive 90 days	
Image system maintenance	
Image retrieval	
<b>Miscellaneous</b>	
Treasury service charges	

<b>Retail Lockbox</b>	
Monthly maintenance	
Per item	
OCR repair	
MICR repair	
Deposit	
Stop file	
Transmission	
Unprocessable	
Reports	
<b>Surcharge</b>	
<b>Other Explain</b>	
<b>E-Lockbox Service</b>	
Monthly maintenance	
Return item	
Stop file maintenance	
Transmission payment	
NOC item	
Data transmission output (CSV)	
Other: Explain	
Total Cost per Month	

## ATTACHMENT F – COST PROPOSAL MERCHANT SERVICES

Based on the data below provide unit prices per service or per item for Merchant Services. If an item is not included and the financial institution recommends the item for efficiency and state-of-the art banking, please include and insert the items at the end of the list. If an item is no longer provided, indicate as "n/a". Additional supporting documentation may be included and attached.

**Based on City's Average 2023 Data:**

Total sales volume \_\_\_\_\_

Total transaction count \_\_\_\_\_

Monthly transaction average \_\_\_\_\_

Average transaction amount \_\_\_\_\_

**Pricing (Based on Data, See Attachment I)**

	Unit	Transactions	Price
Interchange*			
Basis Points			
Interchange + bps			
Per item charge*			

\*use Monthly transaction average

Other fees	Unit	Transactions	Price
Equipment – lease monthly			
Equipment purchased			
Chargeback fees			
Annual fees			
Setup/Implementation fees			
Training Costs			
Monthly maintenance			
Research fees			
Document retrieval fees			
Archiving fees			
Other			
Other			
<b>Total Cost per Month</b>			

## ATTACHMENT G – COST PROPOSAL PROCUREMENT CARD SERVICES

Based on the data below provide unit prices per service or per item for Procurement Card Services. If an item is not included and the financial institution recommends the item for efficiency and state-of-the-art processing, include it at the bottom of the list. Supporting documentation may be included.

1. Payment cycle Number of Days \_\_\_\_\_
2. Grace period for payment Number of Days \_\_\_\_\_
3. Late payment fees in \$ amount \$ amount after \_\_\_\_\_ days \_\_\_\_\_
4. Late payment fees in % % after \_\_\_\_\_ days \_\_\_\_\_
5. Estimated eligible spend value (based on City's average **2023** data\*) \$ \_\_\_\_\_

\*Spend includes pcard and e-payables.

### **Rebate Schedule**

Annual Spend Volume		Payment in 5 Days	Payment in 15 Days	Payment in 30 Days	Other
\$1	\$100,000				
\$100,001	\$500,000				
\$500,001	\$1,000,000				
\$1,000,001	\$5,000,000				
\$5,000,001	\$10,000,000				
\$10,000,001	\$25,000,000				
>\$25,000,001					
<b>Based on the response in Item 6 above, calculate the rebate</b>					

**Fee Schedule** (Items not applicable, indicate as "n/a".)

Fee Category	Estimated Annual Volume (A)	Proposed Unit Fee (B)	Total Proposed Annual Cost (A*B)
Pcards	200		
Customized reports			
Onsite training			
Web-based training			
Software licenses	150		
Electronic statements			
Foreign exchange fees	\$50		
Customized interface to City software	One time set up		
Software support			
Other			
<b>Total Cost Per Year</b>			\$

## ATTACHMENT H – TRANSACTIONS AND VOLUME HISTORY FOR BANKING SERVICES

### Statistical Data For Banking Services

“Estimated” Annual Volumes (Based on 2023-24 Data)

ACH Courtesy Amt Recognition (CAR) Report	5
ACH Credits	65
ACH Data Transmission	26
ACH Debits	8,033
ACH Minimum Charge	12
ACH Notification of Change (NOC)	20
ACH Returns	29
ACH Reversal or Deletion	3
Average Bank Ledger Balance	\$163,386
Branch Cash Deposit	\$1,363,465
Branch Night Drop Correction	1
CAR NOC Report	18
Check Charge Backs	430
Check Photocopy	1
Checkbook Charge	\$17
Checks Cleared	148,752
Checks Paid	12,571
Deposit Error Service	5
Deposits Count	598
Full Reconciliation Maintenance	12
Full Reconciliation Minimum	12
Full Reconciliation N/S per Item	1,287
General Account Maintenance & Analysis	24
Internet Account Management	12
Internet ACH Base Fee	12
Internet Check Image Maintenance	12
Internet Check Image per Item	41
Internet EDI Remittance	12
Internet Information Reporting Module	12
Internet Next Day Positive Pay	12
Internet Previous Day Detail	15,473
Internet Previous Day Report	12
Internet Stop Payment Entry	6
Image CD-ROM Creation	14
Image Item Capture	11,379
Local Deposit Items #	105,540
Night Bag Cash Deposit	\$52,150
Non-encoded Deposit Items	43,212

Outgoing Credit Items	3,810
Outgoing Debit Items	2,690
Overnight Repo Sweep Charge	13
Positive Pay Transaction Daily Input	12
Safety Deposit Rental	12
<b>Total Revenues</b>	<b>\$123,485,222</b>
	3
Wire Transfers – Incoming	
Wire Transfers – Outgoing	4
Wire Transfers Notification	3
Average Ledger Balance	\$163,386
<b>Total Revenues (Deposits)</b>	<b>\$123,485,222</b>



## ATTACHMENT I – COMBINED MERCHANT INFORMATION TRANSACTION HISTORY

Report Period	Merchant Vendor	Card Type	Dept.	Trans.	Sale Amount	Return	Return Amounts
2/20/23 -2/20/24	BridgePay	Visa	Court	985	\$ 151,511		\$ -
2/20/23 -2/20/24	BridgePay	Mastercard	Court	153	21,953		
2/20/23 -2/20/24	BridgePay	Discover	Court	13	3,760		
2/20/23 -2/20/24	BridgePay	American Express	Court	9	3,897		
2/20/23 -2/20/24	BridgePay	Debit	Court	42	4,902	4	(540.00)
2/20/23 -2/20/24	BridgePay	Visa	Court	2819	357,759	3	(790.00)
2/20/23 -2/20/24	BridgePay	Mastercard	Court	74	80,819		
2/20/23 -2/20/24	BridgePay	Discover	Court	28	3,685		
2/20/23 -2/20/24	BridgePay	American Express	Court	14	2,740		
2/20/23 -2/20/24	BridgePay	Visa	UB	19418	3,213,833	19	(3,928.44)
2/20/23 -2/20/24	BridgePay	Mastercard	UB	2641	434,767		
2/20/23 -2/20/24	BridgePay	Discover	UB	25	4,609		
2/20/23 -2/20/24	BridgePay	American Express	UB	30	6,643		
2/20/23 -2/20/24	BridgePay	Visa	Finance	123	791,642	1	(120.00)
2/20/23 -2/20/24	BridgePay	Mastercard	Finance	23	3,604	-	-
2/20/23 -2/20/24	BridgePay	Visa	Fire	556	137,758		
2/20/23 -2/20/24	BridgePay	Mastercard	Fire	769	645,610		
2/20/23 -2/20/24	BridgePay	Discover	Fire	5	700		
2/20/23 -2/20/24	BridgePay	American Express	Fire	4	5,123		
2/20/23 -2/20/24	BridgePay	Visa	ENG	8	66,802		
2/20/23 -2/20/24	BridgePay	Visa	CD	165	206,180		
2/20/23 -2/20/24	BridgePay	Mastercard	Parks	38	14,008		
2/20/23 -2/20/24	BridgePay	Discover	Parks	2	300		
2/20/23 -2/20/24	BridgePay	Visa	Police	479	17,654		
2/20/23 -2/20/24	BridgePay	Mastercard	Police	77	1,727		
2/20/23 -2/20/24	BridgePay	Discover	Police	7	182		
2/20/23 -2/20/24	BridgePay	American Express	Police	5	200		
2/20/23 -2/20/24	BridgePay	Visa	Library	478	21,098	1	(80.00)
2/20/23 -2/20/24	BridgePay	Mastercard	Library	40	1,748		
2/20/23 -2/20/24	BridgePay	Discover	Library	8	490		
2/20/23 -2/20/24	BridgePay	American Express	Library	6	344		

2/20/23 -2/20/24	BridgePay	Visa	PW	3	50		
2/20/23 -2/20/24	BridgePay	Mastercard	PW	1	10		
March - December 2023	Clearent		Parks		377,651		(827.98)
Jan-Dec 2023	Stripe		Library	123	3,493	5	(357.88)
March 2023 - Current	authorize.net	Visa	CD	322	336,559	1	(8,233.99)
March 2023 - Current	authorize.net	American Express	CD	6	51,644		
March 2023 - Current	authorize.net	Discover	CD	3	390	1	(1.00)
March 2023 - Current	authorize.net	Mastercard	CD	56	14,528	1	(1.00)
				29,558	\$ 6,990,371	36	\$(14,880)

## **LIST OF APPENDICES**

Appendix A – Account Analysis Statement as of December 2023

Appendix B – Vendor Listing and Spend Data as of July 2022 – June 2023

Appendix C – Procurement Card Vendor Listing

Appendix D - Utility Billing Department Billing Statement

Appendix E – BridgePay Statement (aka Automated Merchant Systems Inc.) December 2023

Appendix F – BridgePay Statement (aka Automated Merchant Systems Inc.) January 2024

Appendix G – BridgePay Statement (aka Automated Merchant Systems Inc.) February 2024