

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-225-3033
www.columbusga.org

Date: **July 20, 2018**

<p>REQUEST FOR PROPOSALS:</p> <p>RFP No. 19-0002</p>	<p>Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">FINANCIAL SERVICES: BANKING, SMART CARD & MERCHANT SERVICES (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide Columbus Consolidated Government with the highest quality of financial services at the lowest cost to taxpayers. The services include Banking, Smart Card and Merchant Services.</p>
<p>DUE DATE</p>	<p align="center">AUGUST 24, 2018 - 5:00 PM (EASTERN)</p> <p>Sealed proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, located on the 5th Floor, Government Center Tower, 100 Tenth Street, Columbus, GA.</p>
<p>ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.</p>
<p>NO PROPOSAL SUBMISSION</p>	<p>If you are not interested in this solicitation, please complete and return page 3.</p>

Andrea J. McCorvey,
Purchasing Division Manager

IMPORTANT INFORMATION

E-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace to receive future procurement notifications at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email BidOpportunities@ColumbusGA.gov or return this form, via fax or mail, to:

Fax number 706-225-3033

Attn: Della Lewis, CPPB, Buyer Specialist

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 19-0002** for **Financial Services: Banking, Smart Card & Merchant Services (Annual Contract)** for the following reason(s):

- Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- There is insufficient time to respond.
- We do not offer this product and/or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your vendor list for this commodity or service.
- Other (specify below)

Comments

We understand that if this statement is not completed and returned, Columbus Consolidated Government may delete our company from its bidder list for this commodity or service.

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled “Competitive Sealed Bids.”

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of

and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offerer. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

Date: _____

To: Della Lewis, Buyer Specialist
Email BidOpportunities@ColumbusGA.org or
Fax (706) 225-3033

Re: **RFP No. 19-0002 – Financial Services: Banking, Smart Card & Merchant Services (Annual Contract)**

.....
Questions and requests for clarification must be submitted at least five (5) business days before the due date:

From:

Company Name	Website		
Representative	Email Address		
Complete Address	City	State	Zip
Telephone Number	Fax Number		

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

FINANCIAL SERVICES: BANKING, SMART CARD AND MERCHANT SERVICES (ANNUAL CONTRACT)

The Consolidated Government of Columbus, Georgia (the City) invites qualified banking institutions to submit proposals to provide financial services, to include: banking, smart card and merchant services.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: AUGUST 24, 2018 NO LATER THAN 5:00 PM (Eastern). *Submit one (1) original and ten (10) identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government - Purchasing Division
**RE: Financial Services: Banking, Smart Card and Merchant Services
(Annual Contract) – RFP No. 19-0002**

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. **Questions and Requests for Clarification will be received until five business days prior to the proposal due date.**

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in

consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for

the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

REQUEST FOR PROPOSALS FINANCIAL SERVICES: BANKING, SMARTCARD OR MERCHANT SERVICES

SECTION I

A. INTRODUCTION

Columbus is a political subdivision of the State of Georgia created by virtue of a Constitutional Amendment authorizing the consolidation of the County of Muscogee with the City of Columbus, as ratified in a general election held on November 5, 1968. Commencing January 1, 1971 Columbus became a consolidated city-county government, its territorial limits covering 220 square miles of what had been Muscogee County. Columbus Consolidated Government may be referred to as “The City” in this RFP.

The Columbus Consolidated Government provides a full range of service to its citizens. This includes public safety, transportation, sanitation, judicial, health and social services, recreation, community development, and other governmental services.

Columbus is the third largest City in the State of Georgia and is the hub of an MSA that includes Phenix City, Alabama and the Fort Benning Military Reservation as well as surrounding counties that are linked socially and economically to Columbus.

Detailed information regarding the operating budget and audited financial statements for the Columbus Consolidated Government may be found at www.columbusga.gov following the link to the Finance Department.

B. PURPOSE

It is the intent of Columbus Consolidated Government (the City) to enter into an annual contract with a qualified financial institution(s) that can offer the highest quality service at the lowest cost to the taxpayers, while maintaining efficient operation and optimizing return on available cash for the benefit of the City.

The City is requesting proposals on a variety of financial services within this RFP. Therefore, vendors have the option of submitting proposals for any, or all of the following services:

Section II - Option 1: Banking Services

Section III - Option 2: Smart Card Services

Section IV - Option 3: Merchant Services

Each Option has its own set of requirements, response and evaluation criteria. Therefore, firms must respond accordingly, as each Option will be evaluated separately.

If submitting proposals for more than one Option, firms may do so in the same proposal, by simply addressing and identifying each Option separately.

`Additionally, if submitting proposals for more than one Option, Business Requirements will only need to be submitted once.

When submitting proposals, firms shall clearly indicate which option or options they are proposing.

C. TERM OF CONTRACT

- 1) The term of this contract shall be for a period of five (5) years, beginning **November 1, 2018 through October 31, 2023.**

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

2) Termination for Convenience:

It is the intent of the City to allow contract termination by either party by giving written notice to the other party no later than 120 days before the termination date. This provision can be exercised only after the contract has been in effect for three (3) calendar months. In this event, the awarded bank shall be entitled to just and equitable compensation for satisfactory work completed.

D. RECEIPT OF QUESTIONS

All questions regarding this RFP must be submitted in writing at least five (5) business days before the due date (refer to pages 6 and 7).

E. INSURANCE REQUIREMENTS

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form 8)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE/E-VERIFY ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's

contractor must register and participate in a federal work authorization program (see http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm). **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

SECTION II

OPTION 1: BANKING SERVICES

A. MINIMUM QUALIFICATIONS

Institutions wishing to submit a proposal in response to this Option, must at a minimum:

1. Maintain a full-service home office or branch in Columbus, Georgia and have a branch network convenient to the City operations.
2. Have expertise on its staff to provide a full range of banking services to the City as requested.
3. Have a secure web-based reporting system, which includes a minimum of the following:
 - a. daily reporting of ledger, collected, and available balances, total debits and credits, detail debits and credits. Credit detail should indicate availability.
 - b. account detail for current month and one prior month for review of transactions.
 - c. concentration/zero balance accounts daily interaction reporting.
 - d. presentments of checks for controlled disbursement accounts not later than 10:00 am each day.
 - e. wire transfer, ACH/EFT, and internal transfer initiation and authorization.
 - f. Consolidated Government-originated stop payments of checks.
 - g. return items charged against all City accounts.
 - h. monthly statements, to include hard copies, on-line, and electronic format, including check images
4. Maintain a portfolio of investments and provide monthly report listing securities and market value, safe kept by a third party (i.e., The Federal Reserve Bank) and pledged to the City.
5. Demonstrate appropriate experience servicing customers with similar account attributes and transaction volumes as described herein.
6. Be able to accept deposits at a branch up to 5:00 p.m. or at its operations center up to 6:00 p.m., provide lockbox service (remittance processing), and credit the City account on that day and to process checks at City locations for deposit through MICR and/or scanner technology.

B. TERMS AND CONDITIONS

1. In the event the proposer to whom the contract is awarded does not execute a contract within fifteen (15) days after such award, the City may give notice to such proposer of intent to award the contract to the next most qualified proposer, or to call for new proposals.
2. The City has provided the best estimate of volumes; however the City is in no way guaranteeing these volumes.
3. By submitting a proposal, the proposer certifies it has read and understands this RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.
4. The term of the contract will be for five (5) years contingent upon annual appropriations of funds by the Columbus Council in accordance with Official Code of Georgia Annotated, Section 36-60-13 which states the contract will terminate at the close of each fiscal year but will automatically renew absent any positive action by the City.
5. After the contract period has been completed, the awarded bank agrees to maintain all terms of the contract during a transition period of at least ninety (90) days while any accounts are closed.
6. All prices included in the proposal will be guaranteed for three (3) years. Any price increase after the third year cannot exceed the US Consumer Price Index for All Urban Consumers as prepared by the US Bureau of Labor Statistics.
7. If the awarded bank does not meet its quality standards, as presented in this proposal, the City will be refunded all or part of the monthly service charges. The service charges paid by the City, if no quality rating is available, will be negotiated and based on number of errors.

C. SCOPE OF BANKING SERVICES

The City desires to use concentration and controlled disbursement accounts as a cash flow management tool to maximize its cash availability. The account structure will be comprised of a concentration account, which will act as the master account for two zero-balance controlled disbursements accounts: Payroll and Governmental Disbursements. All deposits will flow through the concentration account, and all disbursements will flow through the zero-balance accounts. All available balances will be maintained in the concentration account.

The concentration account will be used as the General account for all deposits. The payroll account will be used to process the City's payroll. The Governmental Disbursement account will be used to process disbursements for the City's accounts payable. The Concentration account will be used to reimburse the zero-balance accounts for checks presented for payment at the close of the business day or at the opening of the following business day, whichever the financial institution prefers. The awarded banks' electronic reporting system should be able to accept initiation and release of internal and wire transfers from the zero balance accounts.

The City maintains an account used specifically for vendors who require payments via ACH debit. Deposits are made to this account to cover the payments that will be debited. After the debit, the balance returns to zero.

The City maintains a deposit account for Employee Benefits & Pension.

The City does not maintain compensating balances to cover all service fees but the balances are used to offset fees. If it is deemed to be beneficial to the City, accounts will be interest bearing. In this case, all available balances in the Concentration and Pension accounts will be invested daily in an open repurchase agreement or other authorized investment.

See **Exhibit B** for Average Monthly and Annual Account Balances for the Concentration and Pension Accounts.

During the term of this contract it may be necessary to add and/or delete accounts due to changes in the City's operating structure. New accounts for the City, including elected or appointed officials, will be incorporated in accordance with the pricing terms proposed in response to this RFP.

Transfers between accounts will not be charged to the City as items deposited and checks paid, but only as transfers.

D. CONCENTRATION/DEMAND DEPOSIT ACCOUNT (S)

It is the intent of the City to eliminate float to the maximum extent possible. The accounts in the system shall be operated in accordance with the following instructions.

1. Bank will credit the available balance of concentration/demand deposit account(s) for all checks in accordance with the bank's availability schedule, submitted with the proposal. Awarded bank agrees to notify the City in writing of any changes to the schedule.
2. Drafts will be processed the same as other checks deposited. No "holds" on funds will be permitted.
3. Returned checks are to be forwarded to Envision Payment Solutions, P. O. Box 157, Suwanee, GA 30024, for collection.
4. The General account is utilized by many agencies. To facilitate identification of the source of deposits into the concentration account, deposit tickets will be pre-printed with reference to both the General account as well as the originating agency's name. An identifying number will be encoded on the deposit tickets for identification purposes and will be included on the account reconciliation.

E. ELECTRONIC BANKING

The awarded bank will provide all training, and documentation needed to perform electronic banking. The services that should be provided are, but are not limited to, the following:

1. Electronic Transfers

It is the City's desire to enter into a "Electronic Transfer Agreement" with the awarded bank. The terms of this agreement will be mutually negotiated and agreed upon. Transfers

may be in the form of repetitive, non-repetitive, internal, wire, or ACH.

The City shall have the ability to initiate all types of wire transfers through electronic banking, via telephone, or written consent. Confirmations of all incoming and outgoing wires will be mailed or e-mailed daily by the bank.

The awarded bank should have the capability to accept MICR and/or scanned check deposits from City locations and to process these according to Check 21 standards.

The awarded bank agrees to execute any orders for outgoing wire transfers on a timely basis. Transfers ordered by noon and not received by the destination party by 2:00 P.M. that are reported to the City will be traced by the awarded bank from origin to destination to ascertain the party responsible for the delay.

2. Direct Deposit Payroll System

The City currently processes payroll for approximately 3,101 full and part-time employees and for 1,612 retirees, all of who are paid bi-weekly or monthly. If the scheduled payday is a holiday, employees are paid on the workday preceding the holiday. The awarded bank will be provided a schedule at the beginning of each fiscal year, which shows file delivery dates and direct deposit pay dates for the full year.

Approximately 3,007 bi-weekly, and 1,600 monthly employees are paid via direct deposit. All employees must be able to access their funds by 8:00 A.M. on payday. No later than 3:00 P.M. two days prior to payday, The City's Information Technology (IT) Department generates and transmits a NACHA standard file. The bank will download file to their Operations Center. The bank will arrange for ACH set-up and ample pre-note days prior to the first payday after contract begins. The timetable for each pay period is such that the Direct Deposit transmission must be bank-processed in a "TIME CRITICAL" procedure.

3. Tax Payments

The City utilizes the Electronic Federal Tax Payment System (EFTPS) for Federal/FICA withholding payment and the State of Georgia's Electronic Tax Payment System for State withholding payments. The awarded bank should support these methods of payment.

4. Online Banking

The City shall have the capability of performing on-line balance reporting, wire transfers, transaction inquiry and stop payments. Daily balance reports shall include detail credits, including location making deposit, and detail debits. Reports shall be available regarding remittance information for ACH deposits received. Information regarding bank statements, deposits and canceled checks should be available via electronic imaging and CD Rom. In addition, the awarded bank should include any services available electronically which could benefit and enhance the operations of the City.

5. Investment of Available Funds

If deemed beneficial to the City, the awarded bank will agree to invest all idle cash in all accounts other than interest restricted accounts daily in an overnight Repo or other authorized investment (**See Exhibit A, Investment Policy**), paying a "market investment rate".

Interest earned by the City will be credited to the concentration account within five (5) business days of the preceding month. A statement of all overnight investment activity should be sent to the City within five (5) business days of the preceding month end.

6. Collateralization

The awarded bank must pledge collateral security as specified by Georgia State law. At no time shall the par value of securities pledged, less insurance coverage provided by the Federal Government, be less than that required under Georgia State law. The City will accept individually pledged securities or pooled securities. The financial institution must provide a monthly collateral report to the City.

7. Statement Advice and Reporting Frequency

All accounts will run on a calendar month basis.

All advises affecting a debit or credit memo transaction must be faxed daily to 706-225-4086 or provided electronically. Confirmations of all incoming and outgoing wires should be mailed daily, or provided electronically.

Bank encoding errors should be corrected within 72 hours after notification by the City, at no cost to the City.

The City would like electronic access to images of canceled checks for all accounts. However, if images are not available electronically for extended periods, the City will require canceled check information on CD Rom. Software to access images will be provided by the Bank. Canceled checks should be sorted by check number. Physical canceled checks should be returned to the City unless bank has archiving facility available.

Within five (5) business days after the calendar month the awarded bank will furnish the City a statement reflecting the transactions occurring during the preceding month for all accounts. Statements should include all items, such as debit and credit memos, and deposit tickets in date order and should be available on-line and downloadable in a .csv format.

A paid item file including check number, check amount and date paid for all items paid in the preceding month should be available for the City to download within five (5) business days after month end for the Governmental Disbursement and Payroll accounts. All paid items information for the City should be maintained by the bank after the download for a period of one fiscal year.

8. Safekeeping Services

The City's average portfolio is approximately \$65 million and currently consists of approximately 135 securities at any given time. The portfolio is comprised mainly of U.S. Treasury, Government Agency, and Certificates of Deposit which are all electronic book-entry.

Securities purchased at the direction of the City for its portfolio will be safe kept by the awarded bank in accordance with the terms of a Custodial Agreement, the terms of which will be mutually negotiated and agreed upon. The agreement, however, will specify that: 1) securities will be transacted "Delivery vs. Payment", 2) a safekeeping receipt will be issued containing all pertinent details of the security, 3) all interest payments and maturities will be collected and credited to designated bank accounts, with details sent electronically

to the City, and 4) monthly statements of holdings will be provided that include mark-to-market information. Trade notification of purchases and sells will be sent electronically to the awarded bank. The awarded bank will be expected to provide monthly reports, which include portfolio pricing and analysis.

9. Check Cashing – Payroll, Petty Cash and Accounts Payable Checks

The awarded bank will honor all payroll and accounts payable checks presented by payees at any of its offices when accompanied by appropriate identification, without charge to the payee. The awarded bank will honor petty cash checks with “Petty Cash Fund” and the name of the petty cash custodian as the payee when presented by any City employee with a valid City employee ID tag.

10. Cost of Bank Services

The City elects to pay for all banking services by check, based on the presentation of an invoice for services. The invoice should be accompanied by a monthly account analysis. The analysis should provide individual account charges, in detail, and a summary page totaling all accounts. At no time should any services charges or fees be automatically drafted from the accounts.

When processing the invoice for payment the City will note exceptions on a reconciliation worksheet and pay the adjusted amount, providing the worksheet with its payment.

All debit and credit memos required to adjust errors caused by the bank will not be charged to the City. All bank errors must be corrected within five (5) business days of notification by the City.

11. Bank Services Contact

The awarded bank must designate one senior staff person who will serve as the City’s principal contact for purposes of questions and problem resolution throughout the life of the contract, for all accounts and services.

12. Master Repurchase Agreement

All banks desiring to compete for the City’s Repo investment business will be required to execute a Repo Agreement with the City. Please be aware that the City has not participated in any repo over the last five years, therefore repo history is not available.

The City is not obligated to exclusively utilize the Repo Agreement submitted by the awarded bank.

13. Currency and Coin Deposits - METRA

METRA’s daily deposits include a significant volume of coin and currency collected from transit and parking operations. METRA personnel will count the coins and bills, place them in separate bags by denomination, and ready them for deposit with the bank. Coins and bills must be counted on a daily basis, or as an alternative, each daily deposit must be kept and counted separately within two business days. Adjustments to a deposit will be issued after an actual count within two business days and will reference the original deposit slip number and location to which adjustment pertains. A copy of each bank deposit ticket will be forwarded to the Cash Management Division on a daily basis.

In addition, twenty-four (24) using departments will be making deposits into remote locations which includes the following: Cash Management, Landfills, Community Reinvestment, Codes & Inspections, Police Department, Oxbow Creek Golf, Bull Creek Golf, Metra, Columbus Trade Center, Civic Center, Cemeteries, Parks & Recreation, Aquatic Center, Revenue Division, Engineering/Planning, Special Enforcement, Records Court, Parking Management, Community Schools, Cooper Creek Tennis, Swimming Pools. Other departments/locations making deposits into remote locations may be added as needed.

The awarded bank shall not change any amount on deposit tickets received but shall adjust deposits by credit or debit memos.

14. Banking Supplies

The awarded bank should provide, at no cost to the City, 3-part deposit tickets with department encoding, endorsements stamps, locking or disposable depository bags, and coin wrappers. The bank will provide all check specifications needed for purchase of check stock. The current annual needs are 10 locking bags and 75 zipper bags. The awarded bank should specify how future need changes will be handled.

The awarded bank shall provide METRA bags for coin and currency.

15. Check 21/Remote Deposit

The awarded bank will present information on the Check 21 or Remote Deposit process. If the city decides to implement this process, the bank will supply any necessary equipment at no cost to the city. All deposits would be made to a designated City bank account. Training will need to be included in the proposal.

16. Other Services

The City shall have a scheduled quarterly meeting with the awarded bank to discuss quality of service and available services, which could benefit cash management of the City. Other meetings will be scheduled as needed.

The City has made a diligent effort to include in this request for proposal all types of services utilized and to provide its best estimate of transactional and volume. Costs not included in the proposal cannot be added later without the City's approval.

F. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below. *Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.*

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit*, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

PART A. TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and provide at least one representative as the City's contact for all inquiries or requests. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized representative of the firm must sign the letter. In addition, complete **Form 4**.

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 4: Qualifications/Experience

- a. Describe in detail the firm's ability and experience (**Form 1**).
- b. Resumes and job descriptions must be provided for all key account executives designated to service this account.

Section 5: Approach and Implementation

Provide a written narrative that demonstrates the firm's approach and ability to implement the services of the RFP requirements.

Section 6: Relationship Support and Ethical Standards

Describe in detail how the financial institution intends to consistently provide high quality service to the City. Identify and describe any litigation or investigations by a regulatory authority of the Bank within the last three years.

Section 7: Client Work History

Provide at least three (3) government and/or state agency customers with account attributes and transaction volumes similar to the City, for which you have provided similar services. Including names, addresses, phone numbers and e-mail addresses of contact persons, as well as the contract dates.

Section 8: Cost Proposal

Complete **Form 3**. Offeror must include any other cost necessary to perform the requirements of the RFP specifications.

Section 9: Contract Signature Page

Complete **Form 11**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the

successful firms; cost proposal/negotiation documents; and any clarification documents. Per Section 10 below, the firm’s agreement/contract form may be incorporated into the contract; subject to review and approval by the City’s Legal Department.

Section 10: Agreement/Contract Form (If Applicable)

Provide a copy of any and all Agreement(s)/Contract Form(s) the City would be required to sign prior to entering into a contract with your firm.

Section 11: Other Information

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked “Appendices”.

PART B. BUSINESS REQUIREMENTS

IN A SEPARATE ENVELOPE, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

1. Provide Insurance Checklist (**Form 8**) or Certificate of Insurance
3. W-9 (**Form 9**)
4. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

5. Complete the Non-Collusion Affidavit (**Form 10**).

G. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Organization and Background (Form 1, Section I)	20%
B. General Banking Services (Form 1, Section II)	30%
C. Relationship Support and Ethical Standards	5%
D. Client Work History	10%
E. Exceptions and Alternative Services (Form 2)	15%
F. Cost Proposal (<i>subject to negotiations</i>) (Form 3)	20%
Total	100%

Each of the above criteria (A – F) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

Exhibit A

**Columbus, Georgia
INVESTMENT POLICY****

CONTENTS	PAGE
I. Scope.....	1
II. Governing Provisions.....	1
1. Legal Requirements	
2. GFOA Recommended Practices	
III. Objective	3
1. Safety	
A. Credit Risk	
B. Interest Rate Risk	
2. Liquidity	
3. Yield	
IV. Standards of Care	4
1. Prudence	
2. Ethics and Conflicts of Interest	
3. Delegation of Authority	
V. Safekeeping and Custody	4
1. Authorized Financial Dealer and Institution	
2. Controls	
3. Delivery vs. Payment (DVP)	
VI. Suitable and Authorized Investments	6
1. Investment Types	
2. Collateralization	
3. Repurchase Agreements	
VII. Investment Parameters.....	8
1. Diversification	
2. Maximum Maturities	
VIII. Reporting	8
1. Methods	
2. Performance Standards	
3. Marking to Market	
IX. Policy	9
1. Exemption	
2. Amendments	
X. Appendices.....	10

****This policy is used for administrative purposes only**

I. Scope

The purpose of this investment policy is to provide broad guidelines under which the investment program of the government is to be operated. This policy applies to the investment of general revenues and the proceeds of debt issues. A separate policy, adopted by the Pension Board, governs the investment of pension funds.

II. Governing Provisions

Notwithstanding any stipulation of this policy to the contrary, investment operations of the City shall at all times conform to the following provisions.

1. *Legal provisions*

- A. O.C.G.A. '36-80-3: Authorized investments of funds by governing bodies**
- B. O.C.G.A. '36-82-7: Authorized investments for bond proceeds**
- C. O.C.G.A. '36-83-4, et. seq.: Authorized investments; delegation of investment authority to financial officer; objective of investment;**
- D. O.C.G.A. '45-8-12: Pledge of collateral from depository institutions**

2. *GFOA Recommended Practices*

- A. Governmental Relationships with Securities Dealers**
- B. Use of Various Types of Mutual Funds by Public Cash Managers**
- C. Market Risk (Volatility) Ratings**
- D. Use and Application of Voluntary Agreements and Guidelines and Support for Written Investment Policies for State and Local Governments**
- E. Collateralization of Public Deposits**
- F. Diversification of Investments in a Portfolio**
- G. Maturities of Investments in a Portfolio**
- H. Use of Derivatives by State and Local Governments for Cash Operating and Reserve Portfolios**
- I. Frequency of Purchased Securities Valuation in Repurchase Agreements**
- J. Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools**
- K. Repurchase Agreements and Reverse Repurchase Agreements**

III. Objective

The primary objectives, in priority order, of investment activities shall be:

1. *Safety*

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

A. *Credit Risk*

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- < Limiting investments to the safest types of securities;
- < Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business; and
- < Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

B. *Interest Rate Risk*

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- < Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- < By investing operating funds primarily in shorter-term securities.

2. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

3. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- a. a security with declining credit may be sold early to minimize loss of principal

- b. a security buy/sale would improve the quality, yield, or target duration in the portfolio; or
- c. liquidity needs of the portfolio require that the security be sold.

IV. Standards of Care

1. *Prudence*

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. City employees acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidation and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. *Ethics and Conflicts of Interest*

City employees and agents involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. City employees and agents shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. City employees and agents shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

3. *Delegation of Authority*

Authority to manage the investment program is granted to the Finance Director. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

V. Safekeeping and Custody

1. *Authorized Financial Dealer and Institution*

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by creditworthiness (minimum capital requirement \$5,000,000 and at least five years of operation).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- a. audited financial statements;**
- b. proof of National Association of Securities Dealers (NASD) certification;**
- c. proof of state registration;**
- d. completed broker/dealer questionnaire; and**
- e. certification of having read the Columbus investment policy.**

An annual review of the financial condition and registration of qualified bidders will be conducted by the Investment Officer.

From time to time, Columbus may choose to invest in instruments offered by minority and community financial institutions. These financial institutions may not meet all the criteria established herein. All terms and relationships surrounding such investments will be consistent with state law, and will be fully disclosed prior to purchase. Investment purchases from any institution or broker/dealer which does not satisfy the criteria established herein must be approved in advance by the City Council.

2. *Controls*

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the CCG are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that:

- a. the cost of a control should not exceed the benefits likely to be derived; and**
- b. the valuation of costs and benefits requires estimates and judgments by management.**

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- a. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.**
- b. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the**

people who record or otherwise account for the transaction, a separation of duties is achieved.

- c. **Custodial safekeeping.** Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
- d. **Avoidance of physical delivery securities.** Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- e. **Clear delegation of authority to subordinate staff members.** Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- f. **Written confirmation or telephone transactions for investments and wire transfers.** Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- g. **Development of a wire transfer agreement with the lead bank or third party custodian.** This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

3. *Delivery vs. Payment*

All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

VI. **Suitable and Authorized Investments**

1. *Investment Categories*

Consistent with the GFOA Recommended Practice on State Statutes Concerning Investment Practices, the following investments will be permitted by this policy if authorized by law:

- a. **U.S. Government obligations, U.S. Government agency obligations, and U.S. Government instrumentality obligations**
- b. **Repurchase agreements**
- c. **Certificates of deposit**
- d. **Prime bankers acceptances**

- e. **Investment-grade obligations of state, provincial and local governments and public authorities**
- f. **Mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of investments otherwise authorized herein**
- j. **Statewide investment pools whose portfolios consist only of instruments otherwise authorized herein.**

Consistent with the GFOA Recommended Practice on Use of Derivatives by State and Local Governments, extreme caution should be exercised in the use of derivative instruments.

2. *Collateralization*

In accordance with state law and the GFOA Recommended Practices on the Collateralization of Public Deposits, collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. In all cases in which collateral is required:

- a. **It shall be provided in the form of deposits in the City's name of one or more securities of the types listed above in Sections VI-1-a and VI-1-e.**
- b. **It shall be provided by securities having a market value equal to 105% of the City's investment at the time of the City's investment purchase. If at any time the market value of pledged securities falls below 101% of the City's investment for which the securities are pledged, additional collateral shall be provided by securities having a market value which, when added to the market value of existing collateral, equals 105% of the City's investment.**
- c. **It shall be deposited in the City's name in a depository approved by the Investment Officer.**
- d. **It shall be provided in a manner which fully complies with the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), in order to ensure that the City's security interests are enforceable against the receiver of a failed financial institution.**

3. *Repurchase Agreements*

Use of repurchase agreements should be consistent with GFOA Recommended Practices on Repurchase Agreements.

VII. Investment Parameters

1. *Diversification*

It is the policy of the Columbus Consolidated Government to diversify its investment portfolio. To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalent assets in all CCG funds shall be diversified by maturity,

issuer, and class of security. Diversification strategies shall be determined and revised periodically by the investment committee/investment officer based on market conditions.

2. *Maximum Maturities*

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. The average life of the portfolio should at all times be less than 5 years.

Reserve funds may be invested in securities exceeding 5 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.

VIII. Reporting

1. *Methods*

The Investment Officer shall prepare an investment report at least monthly, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the entity to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Finance Director and the Revenue Manager.

The report will include the following:

- a. A listing of individual securities held at the end of the reporting period, to include, but not limited to: fund, security description, cusip number, original face, par, coupon, maturity, yield, book value, market value.
- b. Unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration.
- d. The percentage of the total portfolio which each type of investment represents.

2. *Performance Standards*

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

3. *Marking to Market*

A statement of the market value of the portfolio shall be issued at least monthly. This will ensure that the minimal amount of review has been performed on the investment portfolio in terms of value and subsequent price volatility. Review should be consistent with the GFOA Recommended Practice on Mark-to Market

Practices for State and Local Government Investment Portfolios and Investment Pools.

IX. Policy

1. *Exemption*

Any investment held on the effective date that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. *Amendment*

This policy shall be reviewed on an annual basis. The City Manager as well as the Finance Director, who is charged with maintaining internal controls, must approve any changes.

X. Appendices

1. *Legal provisions*

- A. O.C.G.A. ' 36-80-3: Authorized investments of funds by governing bodies**
- B. O.C.G.A. ' 36-82-7: Authorized investments for bond proceeds**
- C. O.C.G.A. ' 36-83-4: Authorized investments; delegation of investment authority to financial officer; objective of investment;**
- D. O.C.G.A. ' 45-8-12: Pledge of collateral from depository institutions**

2. *GFOA Recommended Practices*

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- E. Collateralization of Public Deposits**
- F. Diversification of Investments in a Portfolio**
- G. Maturities of Investments in a Portfolio**
- H. Use of Derivatives by State and Local Governments for Cash Operating and Reserve Portfolios**
- I. Frequency of Purchased Securities Valuation in Repurchase Agreements**
- J. Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools**
- K. Repurchase Agreements and Reverse Repurchase Agreements**

EXHIBIT B**Average Monthly Ledger Balances**

The following is the average ledger balances for the FY15-FY18.

Average Ledger Balance	Concentration	Pension	Average Ledger Balance	Concentration	Pension
Jul-14	15,658,490.55	3,739,501.27	Jul-15	14,673,000.55	5,727,647.63
Aug-14	3,862,873.67	4,370,948.31	Aug-15	5,490,338.10	6,000,226.92
Sep-14	6,754,973.47	5,820,544.62	Sep-15	6,589,002.10	6,934,838.88
Oct-14	19,884,323.99	6,708,940.19	Oct-15	20,737,484.19	5,574,225.41
Nov-14	9,018,424.05	6,810,387.88	Nov-15	19,960,566.82	5,746,223.53
Dec-14	16,136,392.65	7,814,557.00	Dec-15	19,244,993.36	5,419,051.03
Jan-15	8,000,465.53	8,838,344.90	Jan-16	14,127,359.62	2,328,323.27
Feb-15	6,282,232.52	9,114,139.13	Feb-16	7,642,929.40	3,994,711.16
Mar-15	15,746,214.00	5,779,159.67	Mar-16	7,827,904.27	4,599,037.60
Apr-15	7,333,215.62	5,255,115.75	Apr-16	8,039,527.04	4,902,338.58
May-15	5,234,934.18	4,773,026.36	May-16	6,984,656.59	3,107,445.02
Jun-15	5,522,011.45	5,373,582.48	Jun-16	6,742,365.86	2,574,111.42
Fiscal Avg-FY15	9,952,879.31	6,199,853.96	Fiscal Avg-FY16	11,505,010.66	4,742,348.37

Average Ledger Balance	Concentration	Pension	Average Ledger Balance	Concentration	Pension
Jul-16	12,033,653.40	2,677,043.28	Jul-17	27,726,994.46	1,786,304.94
Aug-16	6,257,754.14	2,945,042.69	Aug-17	15,312,656.81	1,948,257.49
Sep-16	6,991,778.11	2,841,010.33	Sep-17	7,287,741.63	1,881,598.62
Oct-16	22,551,701.72	2,558,511.66	Oct-17	13,825,203.13	1,582,488.64
Nov-16	20,309,396.14	2,525,519.74	Nov-17	10,693,264.80	1,307,757.83
Dec-16	23,243,368.31	1,853,094.05	Dec-17	33,487,782.66	1,028,256.77
Jan-17	13,944,984.81	2,115,359.42	Jan-18	29,205,752.77	1,499,548.70
Feb-17	7,200,410.49	1,987,674.98	Feb-18	18,359,019.91	1,769,119.68
Mar-17	10,488,251.00	1,922,912.94	Mar-18	21,204,867.17	2,414,154.75
Apr-17	8,919,802.41	1,350,791.34	Apr-18	14,007,183.36	1,902,514.76
May-17	6,302,760.25	1,908,764.51	May-18	7,991,131.52	1,808,284.36
Jun-17	8,283,772.61	2,302,662.25	Jun-18	9,031,150.63	1,485,298.52
Fiscal Avg-FY17	12,210,636.12	2,249,032.27	Fiscal Avg-FY18	19,111,046.67	1,712,000.22

FORM 1

OPTION 1 BANKING SERVICES

QUALIFICATIONS & EXPERIENCE

SECTION I - ORGANIZATION AND BACKGROUND

1. Name of Institution _____
2. Address of Headquarters _____

3. Address of Columbus office nearest Government Center _____

4. Date institution chartered _____
5. Provide a brief historical summary of the financial institution. Include acquisitions, and mergers (include pending mergers), relationships with the subsidiaries/parent companies, expansion into new areas of business and geographical area served.
6. Attach a summary showing the institution's organization and principal staff members who will be involved in providing services to the City. Please indicate senior staff member who will be the City's **primary** contact.
7. Provide a copy of financial statements for the last three years, quarterly reports since your last statement and the most recent four (4) Call Reports with the Federal Reserve or other third party safekeeping agent.
8. Provide the following information regarding your institution, if available:
 - a) - Standardized Treasury Management Association Bank Administration Institute Report: The City would like to receive a report showing how an independent third party has rated the bank services of a particular bank and how the rating relates to your peers.
 - b) – Internal Control Reports: Provide the bank's internal reports used to grade the quality of the bank services; how do you know when services are performed or not performed at the expected standard.
9. Provide a history of ratings by Moody's and/or Standard & Poor's during the last five years for the financial institution and holding company. Include the reasons given by the rating agency for any

- upgrade or downgrade.
10. Provide description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.
 11. Provide information regarding the proposing entity's community involvement within the city of Columbus.
 12. List the holidays the bank observes and the policy for holidays falling on a Saturday or Sunday.
 13. In what location(s) will the following services be provided?
 - a. Securities safekeeping/clearance
 - b. Wire transfers
 - c. Deposit processing
 - d. Proofing
 - e. Stop payment processing
 - f. ACH payroll direct deposit processing
 - g. Account reconciliation services
 - h. What services will be provided outside Columbus, Georgia
 14. Provide a copy of all agreements needed by the financial institution in order to provide the requested services.
 15. Provide a sample account analysis statement including major items that appear in our bid proposal form.
 16. Describe how the financial institution measures and evaluates quality of service. If done, what were the results of the most recent evaluation? Describe how the financial institution intends to provide consistently high quality of service to the City and what measures will be taken if level of service falls below most recent evaluations?
 17. Describe the financial institution's disaster recovery plan and how customers' records would be protected/recovered.
 18. Assuming a November 1, 2018 start date; provide a detailed implementation schedule including names and titles of parties responsible for each task. Include any services that require testing.
 19. Does your institution provide user manuals for its various services?
 20. Is there a toll-free technical support hotline for your various services?
 21. Discuss any plans your institution has for future Cash Management service enhancements.

SECTION II - GENERAL BANKING SERVICES

A. Deposits

1. Provide a copy of the financial institution's current availability schedule. Will this be the only schedule used to determine availability during the term of this agreement? If not, please explain. How will availability schedule be linked to the City accounts?
2. What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule? What is the availability schedule for electronically converted checks?
3. Can the financial institution provide a later deadline for large checks? Please explain.
4. Will checks drawn on the financial institution (locally or statewide) receive same day collected status? If not, please explain.
5. Does the financial institution support a system whereby individual depositing entities are assigned a dedicated identification number for purposes of performing a deposit reconciliation?
6. How will the financial institution provide notification of incoming wire transfers and ACH transactions? If so, please indicate the normal time lapse between receipt and notification.
7. Will all incoming wire transfers and ACH transactions received be posted and available the day received? If not, indicate circumstances.
8. Reconciliation of deposit. If there is a discrepancy between our deposit ticket and the amount of our deposit included, (a) how will you communicate the difference to us and (b) how quickly?
9. Describe your lockbox services in detail to include: on-line access information; error rates; reporting types and formats; compensation for excessive error rates; imaging system, to include possible color limitations; and overall processing time.
10. What protective measures does your financial institution have against fraud? Describe the measures and your role in working with your clients regarding fraud protection.
11. Will the bank provide scanning equipment or MICR equipment for electronic check conversion? Is there a fee associated with equipment use?

B. Returned Items

Provide the financial institution's policies and procedures for processing returned items. Include the following:

1. Can all deposited checks that are returned be mailed to a third party collection service?
2. How and when will the City be notified of the amount of returned items and when will these items be debited against the City's account?
3. What is the banks policy on providing a legible copy (front and back) of returned items?

C. Controlled Disbursement

1. Is controlled disbursement information accessible for first and second presentments?
2. What time is total disbursement information available?
3. Please provide the service options offered by your institution:

Full Reconciliation	Yes _____	No _____
Partial Reconciliation	Yes _____	No _____
Numerical check sorting	Yes _____	No _____
Check storage	Yes _____	No _____
Image storage of canceled checks on CD Rom	Yes _____	No _____
Positive Pay check verification	Yes _____	No _____
4. Please provide a sample of your full and partial account reconciliations.
5. How long does your financial institution store canceled checks before disposing of them? On bank premises _____ Off premises _____ N/A _____
6. How long are check images available online?

D. Positive Pay

1. Is Positive Pay service available?
2. If so, what items are included in your positive pay service, i.e. stale dated checks, stop payments, voids, etc?
3. What data format is required for the daily file for issued checks?
4. What time does the bank have to receive the file for checks issued on a daily basis?
5. Is Reverse Positive Pay service available?
6. What is the bank's policy on check fraud and liability for loss?

E. Concentration and Zero Balance Controlled Disbursement Accounts

1. Does the detail posting to the main concentration account indicate the ZBA to/from which daily posting is made and is it available via your balance reporting software?
2. In the event of an absolute error on the part of the City resulting in a true overdraft (negative balance at end day), what charge, if any would be assessed? Would such a charge, if any, be assessed if the overall relationship for the day was positive?

F. Outgoing Wire Transfers

Explain the financial institution's policies and procedures for outgoing wire transfers. Include the following:

1. What security measures are in place regarding wire transfers?
2. What is the latest time of day outgoing wire transfers can be made? Does that time change based on the method being used?
3. Provide a copy of your financial institution's wire transfer agreement.
4. Explain the delay between a request for a wire to be sent and the wire being sent. Does your financial institution delay or hold wire transfers if the wire transfer results in an overdraft?
5. Can wire transfers be submitted ahead of transaction date? If so, how far in advance?
6. How and when will wire transfers be confirmed as being completed? Does your electronic banking system provide inquiry on status of wire?
7. Does your financial institution offer electronic initiation of ACH by customer as an alternative to wire transfer? If so, explain process, including formats available.

G. ACH Payments

1. Does the financial institution offer same day ACH?
2. Does the financial institution offer direct deposit of payroll checks using ACH?
3. Does the financial institution accept NACH standard files?
4. What controls are in place to prevent file loss and duplicate transmissions? What back-up systems are in place to insure continuous processing of ACH transactions in the event of a "disaster scenario" at your operations?
5. Has your operations center experienced such a "disaster" within the past two years? Please provide details.
6. When will the ACH transactions need to be submitted to ensure availability of funds in the employee's account by 8:00 a.m. on payday? Will the funds ever be available before 8:00 a.m. on payday? How would your bank resolve a situation where employees' funds were not available at 8:00 a.m. on payday?
7. Does your bank provide acknowledgments when it receives an ACH file? If so, what format is used and what information is given?
8. Can request be made to delete ACH transactions after file has been transferred? If so, what notification does the bank provide that transaction was deleted before funds were distributed?

9. Does your bank require a pre-notification run? If so, how much lead-time would be necessary before direct deposit could be implemented?
10. How does your bank handle ACH return items?
11. Will ACH items (i.e. direct deposit funding requirement) be reported via the daily presentments reporting system? Will they be segregated from the check presentments for reporting purposes?
12. Provide a copy of all documents and agreements necessary to execute ACH transactions, including the record layout for ACH payments.

H. Repurchase Agreements

Should the City determine to use interest bearing bank accounts, cash balances remaining in the accounts at the end of each business day should be invested in repurchase agreements or other authorized investments maturing the next business day. Collateral for these repurchase agreements must be maintained as required under Georgia State law.

1. Describe the financial institution's methods of investing available cash balances and related pricing.
2. The proposed investment rate should be a rate verifiable by reference to established sources. Specifically enumerate the rate you propose and its source. Include the most recent six (6) months history.
3. How will interest earnings be computed and how frequently will interest earnings be credited?
4. Explain any limits on the amount to be invested daily.
5. Provide a copy of the Master Repurchase Agreement and any other documents needed.

I. Electronic Banking

1. Can the financial institution provide balance and transaction detail reporting electronically on Consolidated Government accounts in the following detail? If so, what hours are the services available?
 - a. Ledger, collected and available balances
 - b. Daily debit/credit totals and detail
 - c. Float information
 - d. Pending debit and credit information
 - e. Transaction detail for the prior day
 - f. Transaction detail for at least 45 days
 - g. Transaction detail for the current/intra day
 - h. ACH debit and credit detail and totals
 - i. Incoming/Outgoing wire/ACH transfer inquiry
2. Can the following transactions be done electronically?
 - a. Wire transfers: repetitive, non-repetitive, and future-dated
 - b. ACH transactions
 - c. Stop payments

- d. Internal account transfers
- e. Investment transactions
- f. Communications
- g. Account transaction inquiries

3. Are the following services offered electronically?

- a. Check imaging
- b. Imaging of other items such as deposit tickets, credit and debit memos
- c. Positive pay
- d. Bank Statements

4. Are there any data items that cannot be reported intra-day electronically? If so, what are they?

J. Account Statement

The City receives monthly statements on all accounts.

- 1. Indicate how your financial institution differentiates items posted to accounts. For example: wire transfers, ACH transactions, ZBA transfers, checks processed, deposits made, and investment transactions.
- 2. Provide a sample account statement.
- 3. Within how many business days will the City receive account statements for all accounts maintained at your bank?
- 4. Can reconciliations be provided?
- 5. Can financial institution provide paid item information available for electronic transmission by the Consolidated Government? If so, when would this information be available each statement period?
- 6. Explain the method and requirements (transmission formats, communication protocols, time frames, hardware requirements) for electronic transmission of paid item file.

K. Analysis Statement

- 1. Provide a sample analysis statement.
- 2. Within how many business days from month end will the analysis statement be available to the City?
- 3. Provide the formula used to compute the earnings credit rate on account balances.
- 4. Will the financial institution provide an invoice to the City for monthly service charges? What are the terms of the invoice?

L. FDIC Fees

All fees associated with compliance with FDIC regulations are treated as a direct pass through. The City reimburses the financial institution on the same basis (amount and timing) as the financial institution pays

FDIC.

1. Describe how the financial institution calculates the amount of FDIC fees and when remittance is required.

M. Daylight overdrafts, Overdrafts

Briefly discuss the financial institution's policies on daylight overdrafts and overdrafts. Include the following:

1. How does the financial institution identify daylight overdrafts? Is your system real-time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions, maturing investments and checks presented?
2. Will the City's account be impacted by daylight overdrafts provided adequate funds are always available to cover any clearing item?

N. Stop Payments

1. Briefly explain your financial institution's stop payment procedures. Include time constraints, whether requests can be made electronically and/or via telephone and when written notification is provided.
2. When will a stop payment request take effect and how long will it be in effect?
3. Does a stop payment have to be re-submitted after a specified period? If so, why?

O. Safekeeping/Custodial Services

1. Describe the financial institution's ability to perform the safekeeping and custodial services. Include description of ability to safe keep investments, handle investment transactions (purchases, sales, maturities and collection of income), monitor collateral and process third party payments and account transfers.
2. Provide sample transaction confirmations and statements of activity.
3. What are the financial institution's procedures if the completion of an investment transaction is delayed? How is lost interest income handled?
4. What type notification is required by the City of an investment transaction and can it be sent electronically? Provide sample.

P. Investments/Custodial Services

1. What is the cutoff time for making same day investment transactions?
2. Is access provided to the City's portfolio via your software? If so, what information is available?
3. Within how many days after month end will portfolio pricing be completed and available to the City?

4. Can Investment Transaction Notification be made electronically?

Q. Collateralization

1. In accordance with requirements of Georgia State law, will your institution enter into a collateral agreement supporting the “dedicated method” or “pooled method” of securing deposits that:

- A. is in writing
- B. is executed at the same time the collateral is pledged
- C. is approved by the bank’s board of directors and/or loan committee
- D. is or becomes an official record of your institution continuously from the date of its execution
- E. pledges Treasury securities whose market value is equal to at least 110% of the City’s total deposits less the \$100,000 FDIC insurance (dedicated method)
- F. allows changes made in securities only with approval of the City (dedicated method)

R. Other

- 1. Respondents are encouraged to offer creative and innovative approaches, which may enhance the City’s operational or financial success. Indicate any such ideas along with cost and benefit.
- 2. Will the financial institution reimburse the City for any penalties assessed resulting from any failure on the part of the bank?
- 3. Will the financial institution reimburse the City for fees if quality of service falls below acceptable levels?

FORM 2

OPTION 1 BANKING SERVICES

EXCEPTIONS AND ALTERNATIVE SERVICES

(To be typed on company letterhead)

Please fully explain any exceptions to the RFP's specifications and any alternative services you propose in their place. Costs of these exceptions and alternative services should be carried forward to **Form 3 - Cost of Banking Services Form** and shown in the Other Charges Section.

**OPTION 1
COST OF BANKING SERVICES**

Description	Average Items per Month	Cost per Item
Account Services		
Checks paid	1,274	
Deposits	604	
Deposit Corrections	5	
Other Debits	40	
NSF/Overdraft Fee		
Other Credits	66	
Redeposited Return Items	9	
Stop Payment	6	
Preauthorized Credit	656	
Return Deposited Item	10	
Preauthorized Debit	53	
ACH Return Debit		
Investment Calls	1	
Investment Purchases	4	
Investment Sells	4	
Investment Safekeeping	139	
Investment Pricing	139	
Investment Account Maintenance	1	
Coin Wrap	3,656	
	\$	
FDIC Insurance	122,327.00	
Monthly Account Maintenance Fee	6	
Control Disbursement Service Fee	1	
Control Disbursement Acct Fee	1	
Items Dep On US	802	
Items Deposited Cch	67	
Items Deposited Local Fed - City	900	
Items Dep Local Fed - RCPC	531	
Items Dep Local Fed - RCPC	68	
Items Dep Non-Local Fed - City	363	
Items Dep Non-Local Fed - RCPC	1,071	
ACH Origination		
ACH File Origination Fee	36	
ACH Change/Delete/Reversal Fee	8	
ACH Orig Per Item Ccd Fee	65	
ACH Orig Per Item Ppd Fee	11,840	
ACH Notification of Change Fee	7	
Coins & Currency		
Currency Purchased - Strap		
Coin Purchased - Roll		
Cash deposited	463,186	

Reconciliation Services		
Full Recon Monthly Fee		
Full Recon Per Item Fee		
Full Recon Transmission Fee		
Recon per Item	978	
AP&R Partial Rec Monthly	2	
Statement Services		
Analysis Statement Print	7	
Imaging Services		
CD ROM Per Item Fee	1,274	
CD ROM Per Deposit Item Fee	3,800	
CD ROM Per Deposit Fee	604	
CD ROM Monthly Fee	1	
CD ROM Additional Acct Fee	1	
Sweep Services		
ZBA Main Acct Sweep Fee	1	
ZBA Sub Acct Sweep Fee	2	
Wire Transfer Services		
Wire Transfer Incoming	1	
Online Wire Transfer Outgoing	2	
Online Banking		
Internet Banking Account Fee	2	
Internet Banking add'l Account Fee	1	
Enhanced Imaging Services	1	
Lockbox Services (Seasonal)		PER YEAR
Lockbox Checks Processed	1,506	
Lockbox Document Scanning Per Item	11,311	
Lockbox Non Enclosures Corssp Only	249	
Lockbox PO Box Rental	12	
Lockbox Maintenance Fee	12	
Lockbox Web Archive Fee	12	
Lockbox Deposit	92	
Lockbox Web Archive Per Item Fee		
Lockbox Email/Fax Notification	12	
TOTAL	627,829	\$0.00

*Volumes are the Consolidated Government's best estimate of anticipated transactions based on history, and are in no way guaranteed.

Signature of Authorized Representative

Print Name of Authorized Representative

Company Name

Date

FORM 4

**OPTION 1
BANKING SERVICES**

TRANSMITTAL INFORMATION

REQUEST FOR PROPOSAL: FINANCIAL SERVICES

PROPOSAL SUBMITTED BY: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

Authorized Representative: _____
(Signature)

Authorized Representative: _____
(Typed Name)

By signing this proposal, the undersigned, as an officer, principal, or partner of the firm, certifies that this proposal is made without any understanding, contract, or connection with any other person, firm or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and is free of collusion and fraud. **The undersigned Proposer understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete.** The undersigned represents that the Proposer accepts and this proposal complies with the terms, conditions, mandates, and other provisions of the Proposal Documents.

Further, the signing of this proposal is a representation that Proposer has read and understands the Proposal Documents, and that the various statements required by the Proposal Document package and contained in this Proposal are true.

SECTION III

OPTION 2: SMART CARD SERVICES FOR PAYROLL CHECKS

A. SCOPE

The Consolidated Government of Columbus Georgia, (the “City”) invites proposal submissions from qualified financial institutions to provide Smart Card services for payroll checks.

B. BACKGROUND

The City currently issues paper checks to employees not participating in payroll direct deposit.

The City currently issues approximately 1,000 checks annually.

The City has approximately 30 employees who have direct deposit issued to Smart Cards.

C. VENDOR REQUIREMENTS:

1. Service provider must have a Customer Service Department that is available to the City 24/7.
2. Must be PCI Compliant: Provide a document stating compliance with The Payment Card Industry Data Security Standards. If the firm does not have the required annual validation of compliance from an external Qualified Security Assessor, provide an explanation for the not having the validation.
3. Ability to have funds loaded to each card by a time designated by the City so that employees are able to access funds on their scheduled payday.
4. Service Provider should include a proposal for any costs that would be incurred by the City for this program.
5. Provide training for users, if necessary

D. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below. *Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.*

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit*, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

PART A. TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the firm must sign the transmittal letter.**

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 4: Qualifications/Experience

This section shall include the offeror's responses to the following:

- a) Provide qualifications/experience for meeting the requirement of this RFP.
- b) Provide the names and resumes of the personnel who will be assigned to perform the services.

Section 5: Service Plan

- a) Address the items listed on page 50, Section III, C, Vendor Requirements.
- b) Provide detailed description of the processes to be utilized to execute the services required under this contract.

Section 6. Client Work History

Provide at least three (3) clients for whom similar work has been performed within the last three (3) years. Include entity name, contact name, address, e-mail address, phone number, fax number and date of work completion.

Section 7. Cost Proposal

A. Complete **Form 5**. Delineate all other costs associated with providing the service.

B. On a separate sheet delineate the following costs:

1. All Start Up Charges to participate in the program.
2. Any other charges to be included in the program.
3. Cost of cards, if any, to the Columbus Consolidated Government or its employees.
4. Any Miscellaneous charges for research, charge-backs, supplies, etc., that would be charged to the employee or the Columbus Consolidated Government.
5. Any charges to be included for access to Customer Service or any training if necessary.

6. The City elects to pay for all Smart Card services by check, based on the presentation of an invoice for services. At no time should any service charges or fees be automatically drafted from the accounts.

Section 8. Contract Signature Page

Complete **Form 11**. City officials will sign the awarded vendor's copy after City Council has approved the contract award. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal and negotiation documents; and any clarification documents.

Per Section 9 below, the firm's agreement/contract form may be incorporated into the contract; subject to review and approval by the City's Legal Department.

Section 9: Agreement/Contract Form (If Applicable)

Provide a copy of any and all Agreement(s)/Contract Form(s) the City would be required to sign prior to entering into a contract with your firm.

Section 10: Other Information

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked "Appendices".

PART B. BUSINESS REQUIREMENTS

IN A SEPARATE ENVELOPE, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

1. Provide Insurance Checklist (**Form 8**) or Certificate of Insurance
3. W-9 (**Form 9**)
4. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

5. Complete the Non-Collusion Affidavit (**Form 10**).

E. REP EVALUATION

Each firm's submittal will be evaluated to determine which vendor can provide the Columbus Consolidated Government (the City) the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

Criteria	Weight
A. Experience/Personnel	40%
B. Service Plan	35%
C. Client Work History	20%
D. Cost Proposal (<i>subject to negotiations</i>)	5%
Total	100%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

FORM 5

**OPTION 2
SMART CARD SERVICES FOR CREDIT CARD PAYMENTS**

COST PROPOSAL

DESCRIPTION	RATE
Monthly Fee	
Transaction Fee Per Item	
Transaction Fee Per \$ Amount	
Discount Rate	
Miscellaneous Charges for research, supplies, etc.	

Signature of Authorized Representative

Print Name of Authorized Representative

Company Name

Date

SECTION IV

OPTION 3: MERCHANT SERVICES

A. SCOPE

The Consolidated Government of Columbus Georgia, (the “City”) invites proposal submissions from qualified financial institutions to provide merchant services for credit card payment processing at no cost to the City.

B. BACKGROUND

The City currently accepts credit card payments at 25 locations, all of which are separate merchant numbers. The City only accepts VISA, MasterCard, and Discover Card. One external location also accepts American Express.

The annual sales (sales less refunds and rejects) for the prior 12-month fiscal year (July 2016 – June 2017) were \$6,349,784. Sales by Department are listed in Exhibit C.

Settlement of the merchant card transactions are deposited into a bank account designated by the City on a daily basis.

The City currently uses Ingenico Terminals, virtual terminals with Magtec USB Swipe devices and a smart phone app, to process credit card payments. The Terminals should be replaced by vendor at reduced or no cost to the City. The City may possibly be utilizing a web-based payment system, and/or with PC based cashiering systems, within the next several years at some locations. **Your proposal should include information on either or both of these processes.**

The City operates 4 swimming pools that only use a terminal during the summer season. The procedure has been to activate the terminals at the start of the season and close them at the end of the season, so the City only pays fees at these locations during the months the pools are open. **Your proposal should acknowledge whether or not this practice will be permitted by your organization or another solution to this seasonal operation.**

The City is interested in an option for credit card payment processing that will pass the fees to the consumer.

C. VENDOR REQUIREMENTS:

1. Service Provider must maintain an office or branch in Columbus, Georgia or have a Customer Service Department that is available to the City 24/7.
2. Must be in continual compliance with Payment Card Industry Data Security Standards and provide expertise and guidance regarding PCI compliance to the City. Must provide a document stating compliance from an external Qualified Security Assessor. If the firm does not have the required annual validation of compliance from an external Qualified Security Assessor, provide an explanation for not having this validation.
3. Ability to direct-deposit daily gross receipts in the City’s existing bank account. Settlement of the merchant card transactions will be deposited into a bank account designated by the city on

a daily basis. This account may or may not be with the same Bank as the Merchant Card Services provider.

4. Supply credit card terminals to any additional users where needed.
5. Provide training for users, if necessary.
6. Service Provider shall designate one account officer with authority and responsibility for the City's entire account. The designee shall be responsible for training and communicating the terms of this contract to all of its employees. He/she shall also have responsibility for ongoing review and oversight of the City's transactions.

D. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below. *Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.*

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit*, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

PART A. TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the firm must sign the transmittal letter.**

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 4: Qualifications/Experience

This section shall include the responses to the following:

- a) Provide qualifications/experience for meeting the requirement of this RFP.
- b) Provide the names and resumes of the personnel who will be assigned to perform the services.

Section 5: Service Plan

- a) Address the listed items, beginning on page 55, **Section IV, C, Vendor**

Requirements.

- b) Provide detailed description of the processes to be utilized to execute the services required under this contract.
- c) Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, indicate if there has ever been a compromise to any card system or application through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent future breaches.
- d) The City may possibly be utilizing a web-based payment system, and/or with PC based cashiering systems, within the next several years at some locations.
Your proposal should include information on either or both of these processes.
- g) Provide a service plan for the Summer Swimming Pool Season described on page 55, **Section IV, B, Background.**
- e) Describe the provider's overall pricing structure.
- f) Provide a timeline from award notification to service set-up.
- g) Describe the provider's reporting capabilities.

Section 6. Client Work History

Provide at least three (3) government and/or state agency customers with account attributes and transaction volumes similar to the City, for which you have provided similar services. Include the entity name, address, phone number, and email address of contact person, as well as the contract dates.

Section 7. Cost Proposal

- A. Complete **Form 6, Fee Proposal.** Delineate all other costs associated with providing the service.
- B. On a separate sheet delineate the following costs:
 - 1. All Start Up Charges
 - 2. Any Miscellaneous charges for research, charge-backs, supplies, etc.
 - 3. List of all credit/debit cards honored
 - 4. Provide a cost comparison to lease versus purchasing terminals.
 - 5. Provide a copy of your monthly statements with sample transactions. At no time should any service charges, fees, or supply charges be automatically drafted from the City bank accounts.

Section 8: Contract Signature Page

Complete **Form 11.** City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents.

Per Section 9 below, the firm’s agreement/contract form may be incorporated into the contract; subject to review and approval by the City’s Legal Department.

Section 9: Agreement/Contract Form (If Applicable)

Provide a copy of any and all Agreement(s)/Contract Form(s) the City would be required to sign prior to entering into a contract with your firm.

Section 10: Other Information

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked “Appendices”.

PART B. BUSINESS REQUIREMENTS

IN A SEPARATE ENVELOPE, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

1. Provide Insurance Checklist (**Form 8**) or Certificate of Insurance
3. W-9 (**Form 9**)
4. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

5. Complete the Non-Collusion Affidavit (**Form 10**).

E. REP EVALUATION

Each firm’s submittal will be evaluated to determine which vendor can provide the Columbus Consolidated Government (the City) the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

Criteria	Weight
A. Experience/Personnel	40%
B. Service Plan	35%
C. Client Work History	20%
D. Cost Proposal (<i>subject to negotiations</i>)	5%
Total	100%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

EXHIBIT C**Annual Credit Card Sales**

	Annual Totals	# of Sales	\$ of Sales
COOPER CREEK TENNIS		5,058	\$93,830
CIVIC CENTER ADMIN		46	\$23,801
CIVIC CENTER CONCESSIONS		6,694	\$59,327
CODES & INSPECTIONS		3,547	\$512,654
BRITT DAVID POTTERY		649	\$39,552
RECORDERS COURT		7,331	\$1,372,090
OCCUPATION TAX		2,050	\$1,349,054
COLLECTIONS		424	\$66,226
REVENUE DIVISION		153	\$17,824
P & R ATHLETICS		121	\$28,161
RIGDON RD POOL		127	\$679
DBLE CHURCHES POOL		1,067	\$7,146
SHIRLEY WINSTON POOL		72	\$406
PSALMOND RD POOL		558	\$3,589
LAKE OLIVER MARINA		6,104	\$63,153
ENG/PLANNING DEPT		135	\$17,211
SPECIAL ENFORCEMENT		986	\$57,930
PUBLIC WORKS		4	\$625
Natatorium		2,804	\$66,997
Columbus Fire and EMS		121	\$29,308
Community Schools		19,568	\$1,166,526
METRA PARKING FINES		1,303	\$74,739
P & R Rentals		201	\$82,621
Bull Creek Golf Course		25,667	\$748,931
Oxbow Creek Golf Course		7,732	\$164,936
Trade Center		715	\$302,469
TOTALS		93,237	\$6,349,784

FORM 6

**OPTION 3
MERCHANT SERVICES FOR CREDIT CARD PAYMENTS**

FEE PROPOSAL

DESCRIPTION	RATE
Consumer Fee	
Consumer Transaction Fee Per Item	
Consumer Transaction Fee Per \$ Amount	
Miscellaneous Charges for research, supplies, etc.	

Signature of Authorized Representative

Print Name of Authorized Representative

Company Name

Date

**VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**
and

House Bill 87, also known as, The Illegal Immigration Reform and
Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”**. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”**

***In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.

Information is available at: http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm

FORM 7

**CONTRACTOR AFFIDAVIT
E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

Financial Services: Banking, Smart Card & Merchant Services (Annual Contract) - RFP No. 19-0002

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

**FINANCIAL SERVICES:
BANKING, SMART CARD & MERCHANT SERVICES (ANNUAL CONTRACT)
RFP NO. 19-0002**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE
AND ENDORSEMENTS INDICATED BY "X"**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker’s Compensation and Employer’s Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder’s Risk	Provide Coverage in the full amount of contract	

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
18. XCU (Explosive, Collapse, Underground) Coverage		
19. USL&H (Long Shore Harbor Worker's Compensation Act)		
20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X 22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X 23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X 24. The City shall be named Additional Insured on all policies		
X 25. Certificate of Insurance shall show Bid Number and Bid Title		
26. Pollution:	\$2 Million per occurrence/claim	

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NON-COLLUSION AFFIDAVIT

State of _____,

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He (she) is the (owner, partner, officer, representative, or agent) of _____, the Company that has submitted the attached proposal.
- (2) He (she) is fully informed respecting the preparation and contents of the attached proposal and all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and not a collusive or sham bid.
- (4) Neither the said company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other company, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix the price or prices in the attached proposal or of any other company, or, to fix any overhead, profit or cost element of the attached cost proposal or the cost proposal of any other company, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Consolidated Government of Columbus, Georgia or any person interested in the proposed contract; and,
- (5) The prices provided in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or any of its agents, representatives, owners, employers, or parties in interest, including this affiant.

(Signature) _____

(Printed Name) _____

(Title) _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Name: _____

Title: _____

My commission expires: _____

CONTRACT SIGNATURE PAGE

**Financial Services: Banking, Smart Card & Merchant Services (Annual Contract)
RFP No. 19-0002**

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Witness as to the signing of the contract

By: _____
Signature of Authorized Representative Date

Witness as to the signing of the contract

(Corporate seal, if applicable)

Print Name and Title of Signatory

Company: _____

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____ Fax _____

Telephone: _____ Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ___ day of _____ 20__

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council