

# Commercial Payments Application

Central Bank of the Midwest

Officer #

4808-11  
Please Mail Completed Application to  
BankCard Services  
P.O. Box 779, Jefferson City, MO 65102

## 1. Your Business Information

Name of Business (as you would like it to appear on your card(s))

Sedgwick County, Kansas

Legal Name of Business (if different from above)

Taxpayer ID Number

48-6000798

Phone Number

316-660-7140

Business Mailing Address

525 N Main, Suite 823

Business Mailing City, State, Zip

Wichita, KS 67203

Physical Address

same

Physical City, State Zip

Gross Annual Revenue \$

Years in Business

Number of Employees

Card Administrator Name

Amni Hayes

Card Administrator Email

amni.hayes@sedgwick.gov

Business Credit Line Requested \$

\$750,000

Type of Business:

☐ Professional

☐ Service

☐ Retail

☐ Manufacturing

☐ Sales

☒ Other

Product/Services Sold: Government Services

Legal Structure \*:

☐ Corporation

☐ Sole Proprietorship

☐ Partnership

☐ Non-Profit

☐ LLC

☒ Other

\* We reserve the right to request additional financial information from the company or guarantor.

## 2. Central Bill Information (Create this page in duplicate if multiple Central Bills)

### Bank Information

ACH Account Number

42376300

Routing Number

101100029

Bank Name

Intrust bank

Bill Cycle

☐ Prefunded AP ☐ Weekly ☐ Semi-Monthly ☒ Monthly

Central Bill Credit Line \$

\$750,000

Central Bill Product Type: ☐ Accounts Payable ☒ MultiCard

ACH Account Type

☒ DDA ☐ Savings

Statement Date (01-28)

25

ACH Auto Pay Day (01-15 bus. days)

8

Taxpayer ID Number (if different from above)

Central Bill Name

**BANKCARD SERVICES**  
**CERTIFICATION AND DIRECTIVE**

The undersigned representative(s) (whether one or more, the "Representative") of the below named Company (the "Company") hereby certifies to BankCard Services ("BankCard Services") on behalf of Company that the following certificate and directive have (i) been approved by the authorized governing body of or the individuals comprising Company in accordance with the organizational documents of Company, and (ii) not been amended, modified or revoked as of the date hereof.

**Certification**

1. The name of Company is Sedgwick County Kansas.
2. The physical address of Company is 525 N Main, Suite 823, Wichita, KS 67203.
3. The federal tax identification number of Company is \_\_\_\_\_.
4. Company is, and at all times shall be, duly organized and validly existing under the laws of the state of its origin and the state where Company is located.
5. Company has the full power and authority to enter into and perform any and all agreements incidental to the bank card services provided to Company by BankCard Services and to authorize the persons designated herein to transact business on behalf of Company in connection with such bank card services.
6. Company has duly authorized the Representative to complete the Certification and Directive on behalf of Company.
7. Company will promptly notify BankCard Services in writing at the address first given above (or such other address as BankCard Services may designate from time to time) prior to: (a) any change in Company's name; (b) any change in Company's assumed business name; (c) any modification or rescission of the Directive below; or (d) any change in any other aspect of Company that directly or indirectly relates to any agreements between Company and BankCard Services.

**Directive**

1. BankCard Services is designated as Company's provider of bank card services subject to such terms, conditions, rules and regulations of BankCard Services governing bank card services from time to time, and Company's agreement with such terms, conditions, rules and regulations shall be conclusively presumed by Company's use of the bank card services;
2. All acts and things done prior to the date hereof by or on behalf of Company in connection with the bank card services are hereby ratified, confirmed, and approved;
3. Any and all prior agreements by the Company concerning the bank card services continue in full force and effect as supplemented or modified herein.

4. Company, as any of the persons named below (the "Authorized Persons") shall deem necessary or desirable, shall enter into and deliver such instruments, documents, agreements, and other writing as in the opinion of the Authorized Persons may be necessary or desirable to obtain the bank card services (the "BankCard Documents"). Each of the Authorized Persons is hereby authorized and directed (individually and without the joinder of any other Authorized Person) to enter into and deliver on behalf of Company, as the Authorized Person may deem necessary or desirable, any and all of the BankCard Documents contemplated by these Resolutions, each BankCard Document to be in form and content satisfactory to the Authorized Person(s), such satisfaction to be conclusively evidenced by the Authorized Persons execution of the same, and to do all such acts and things as in the opinion of the Authorized Persons may be necessary or desirable in connection with the bank card services. Any of the Authorized Persons may act on behalf of the Company without the joinder of any other person.

The Authorized Representatives are as follows:

Name	Title	Signature
<u>RICHARD L. DURHAM</u>	<u>Deputy CFO</u>	<u>Richard L. Durham</u>
<u>Ammi L. Walters</u>	<u>Senior Accountant</u>	<u>Ammi L. Walters</u>
<u>Hope Hernandez</u>	<u>Accounting Director</u>	<u>Hope Hernandez</u>

**CONTINUING VALIDITY.** This Certification and Authorization shall remain in full force and effect and BankCard Services may rely upon it until written notice of its revocation or amendment shall have been delivered to, received, and acknowledged by BankCard Services. Any such notice shall not affect any of Company's liabilities, obligations or agreements in effect at the time such notice is given.

BankCard Services may rely upon the foregoing Certification and Authorization in extending bank card products and services to Company.

**IN WITNESS WHEREOF,** the foregoing Certification and Authorization is executed and shall be effective on the date first stated below.

2-22-18  
Date

Joseph Thomas  
Name: Joseph Thomas  
Title: Purchasing Director

Approved As To Form

ATTEST:

Kelly B. Arnold  
Clerk



INTERNAL BANKCARD USE	
ATTEST _____	Accepted by BankCard Services on _____, 201_____
Name: _____	
Title: _____	

## Commercial Card Service Agreement

This Commercial Card Service Agreement ("Agreement") is entered into by and between The Central Trust Bank, a Missouri trust company with its principal place of business in Jefferson City, Missouri ("Central Bank", "Bank", "we" or "our") and the undersigned Customer ("Customer", "you" or "your") effective as of the date accepted by Bank as written on the signature page to this Agreement. In consideration of the representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

### 1. Introduction

(a) Card Programs. The Central Bank Commercial Card is designed to handle all of an organization's purchasing, travel and entertainment, and fleet spending needs through a single card platform. Our Card (as hereinafter defined in Section 2(a)) programs offer a wide array of features and control options including merchant category and velocity controls that limit your Cardholders to or from a particular category of spending. Our Card programs are further defined by additional Internet Online Features that may be implemented upon your request.

(b) The Service. We, at your request have agreed to provide to you our commercial card services, and, if requested and enrolled in by Customer, the Manual Pay Services (defined below) and Single-File Services (defined below) (collectively, the "Service(s)"), on the terms and subject to the conditions set forth in this Agreement. The Services consists of the Account, the Cards, and, when applicable, the Manual Pay Service and the Single-File Service, and the related services described in this Agreement. The Services may only be used for business or commercial purposes and not for personal, family, household or other consumer purposes. This Agreement is not binding on us until one of our authorized officers has executed it and delivered the signed copy to you.

(c) Information. Before we can make the Service available to you, you are required to complete a set up and implementation process and complete related forms. This process includes the selection of important features and options available with the Service and the designation of persons with authority to act for you ("Authorized Persons"). Some of this information will be entered into forms by one of our representatives. In addition, we may require information or the execution of documents at various times throughout the duration of this Agreement. You agree to provide any information and to execute documents that we reasonably require in connection with the Service, including without limitation any information we may request for each Cardholder. Additional information about and requirements for the Service and various features of the Service may be included in reference guides and other information we provide to you in the set up process and throughout your use of the Service in hard copy or online (as updated from time to time).

(d) Representatives. We will rely on the information provided to us by an Authorized Person or your other agents, officers, employees and representatives ("Representatives") in providing the Service to you. Any changes in Representatives or to the information you provide us must be promptly communicated to us and given or promptly confirmed in writing although we may, in our sole discretion, act on oral requests for changes. We may request separate documents, certificates or resolutions from you to establish the authority of your Representatives. A change shall be effective only after we receive the proper request for such change and we have had a reasonable opportunity to act on the request. Until then, we may rely on status of your Representatives as previously given to us, and on information that purports to have been authorized by individuals you previously authorized. You agree that we may refuse to comply with requests from any person until we receive documentation reasonably satisfactory to us confirming the person's authority. We shall not be liable or responsible to you for any Authorized Person or Representative who exceeds the limits of his or her authority.

### 2. Establishment of Account and Issuance of Cards

(a) The Account. Upon completion of the set up process, we will establish for you a commercial credit account ("Account") subject to the credit limit we establish, and issue one or more cards (or similar devices) and account numbers associated with your Account (the "Card(s)") to your designated employees ("Cardholders") in accordance with this Agreement and our Service procedures. Unless we expressly agree otherwise, you must maintain ten (10) or more Cards at all times for you and your Cardholders. We will issue each Card for the original term indicated on the Card. We will honor all transactions unless the Card or the Account has been effectively cancelled as provided in this Agreement. Unless and until a Card has been properly cancelled, the Card is valid and may be used for transactions, and renewal or replacement Cards will be issued for it as appropriate. Once issued as requested by you and subject to the provisions of this Agreement, you are solely responsible for the use of the Card by each

Cardholder and for imposing and enforcing any limits or restraints you wish to impose on a Cardholder's use of the Card.

(b) Cardholders. You are responsible for the use of each Card and Account number by you and each of your Cardholders. As part of this responsibility, you agree to: (i) limit use of all Cards to business or commercial purposes on your behalf; (ii) to review, or cause each Cardholder to review the Cards upon receipt to confirm that all information relating to you or the Cardholder on the Card is correct, and to notify us immediately if the information is not correct; (iii) to impose internal controls and procedures to prevent fraud and unauthorized use of a Card; and (iv) to timely review and reconcile all Account activity and transactions as further described below.

(c) Transactions. Unless otherwise restricted by us, your Cards and the Account may be used to effect the purchase or reservation of goods or services by all generally recognized means including swipe, virtual card numbers (if you select this feature of the Service), Single Use Ghost Accounts for account payables, signed seller drafts, telephone, internet entry, use of an account number or otherwise. We are not responsible for the failure or refusal of anyone to honor a Card. Subject to the express limitations set forth in this Agreement, you are responsible for all uses of a Card and Card number regardless of the means by which the transaction is effected and regardless of whether it is authorized by you or violates your internal policies, controls or restrictions. Merchant category and velocity controls, when properly implemented and used by you and reported by the merchant, can be effective in controlling transaction activity.

(d) Automated AP Service. Payments made to payees using Single Use Ghost Accounts may be made through either the Bank's Automated AP Service or Manual Pay Service (each as defined herein). The Automated AP Service allows Customer to make payments to payees by delivering a secure payment file to the Bank through the Service and from which Bank will create Single Use Ghost Account Card payment credentials that are then sent to the payee through electronic mail (the "Automated AP Service")

(e) Manual Pay Service. For payees that will not accept payments via the Automated AP Service, Customer may either make such manual payments on their own or request Bank to make the payments on Customer's behalf by enrolling in Bank's Manual Pay Service. Customer may enroll in Bank's Manual Pay Service by executing the Manual Pay Service Addendum attached hereto.

(f) Single-File Service. For payees that will not accept payments via Card and require payment via check or ACH, Customer may either make such payments on their own or request Bank to make the payments on Customer's behalf by enrolling in Bank's Single-File Service. Customer may enroll in Bank's Single-File Service by executing the Single-File Service Addendum attached hereto.

(g) Customer Identification Program. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that establishes an Account. When you establish an Account with us, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. We may also seek additional information or documents. You agree that we may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of ours.

3. Card Administrator. In the setup process, you will appoint an individual to serve as your administrator ("Card Administrator") with complete authority to administer and manage the use of the Service on your behalf. Unless restricted by you in the set up process, the Card Administrator has the authority to: designate personnel with access to some or all of the administrative features of the Service; designate persons who will be issued Cards and become Cardholders and establish their individual Card credit limit; cancel a Card and change the credit limit associated with a Card; issue replacement Cards for damaged or lost Cards or to effect a name change on an existing Card; select, create and maintain templates through the Online Features that implement available spending controls; obtain information and reports about, and monitor Account and Card use; and, accept and act on all communications from us regarding the Service. If you choose to utilize any of the Online Features, the Card Administrator will have the additional authority described with that feature. We may, without further inquiry, rely on, deal with and accept instructions related to the Service from any person who identifies himself or herself as the person designated by you as the Card Administrator.

#### 4. Promise to Pay

(a) **Obligation.** You promise to pay us all Obligations without deduction or setoff in accordance with this Agreement. You are required to pay us whether or not the use of the Account, Card, Account numbers or other incurrence of indebtedness was authorized by you. Cancellation of a Card or termination of the Account does not in any way excuse your obligation to pay for all purchases or other charges incurred against or in connection with the Account or with any Card or account number through the effective time of the cancellation or termination, regardless of when actually posted to the Account. As used in this Agreement, the term "Obligations" means: (i) the aggregate outstanding principal amount of, and all fees and charges on advances made by us on or in connection with the Account, through the use of a Card, an Account number or otherwise, (ii) all of your obligations and liabilities for the indemnification of us under this Agreement, and (iii) all fees, costs, charges, expenses, reimbursements and other similar obligations from time to time owing to us under this Agreement. Payment of the Account balance is due in full monthly on the due date specified by us in the set up process unless otherwise expressly agreed by you and us in the set up process as evidenced by our implementation records ("Payment Due Date").

(b) **Foreign Currency Transactions.** To convert transactions made in foreign currencies into U.S. dollars, the relevant card association or its affiliate ("Card Association") will use its then-current currency conversion rates and the procedures established by such Card Association in its sole discretion. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a wholesale market rate or a government-mandated rate in effect on the date of the conversion, increased by the International Transaction Fee set forth in the Fee Schedule (as hereinafter defined in Section 7) and the applicable conversion charge determined by the Card Association, if any. The currency conversion rate used on the conversion date may differ from the rate in effect on the date the transaction occurred.

(c) **Central Bank Use Liability Policy.**

(i) If you believe that a transaction on your Account was unauthorized, you must notify us as soon as possible but not more than sixty (60) days after the transaction in question appears on your Account Statement (as defined below). You will be required to provide us with reasonable information about the transaction to enable us to investigate the matter, and to reasonably cooperate with us in any investigation. The Card Association may offer a liability protection program; contact the Card Association for additional information. We will provide a copy of the Card Association's program literature upon request.

(ii) If we have issued fewer than ten Cards in connection with the Account, your liability for a series of unauthorized uses cannot exceed either \$50 or the value obtained through the unauthorized use before the card issuer is notified, whichever is less. The term "unauthorized use" means the use of a credit card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder and you receive no benefit.

**5. Periodic Account Statements**

(a) **Effect.** After the close of each billing cycle, we will make available a detailed account statement, with transactions on each Card or Account number during the billing cycle itemized separately as subaccounts on the main Account ("Account Statement"). The Account Statement will show transactions that have been posted to the Account in connection with any Card since the last Account Statement, any payments and adjustments to the Account, any fees charged to any Card or the Account, the outstanding balances on each Card and on the Account and the Payment Due Date.

(b) **Discrepancies.** Except for matters subject to Section 4, if there is a discrepancy between your records and the information shown on any Account Statement or other confirmation, or you discover any other error in an Account Statement or confirmation, you must notify us within sixty (60) calendar days after you receive such Account Statement or confirmation, or within such greater amount of time as may be required by applicable law. If you fail to notify us within such 60-day period or fail to follow the prescribed procedures, you may be precluded from asserting the discrepancy against us and you will be obligated to us as provided on the applicable Account Statement. All entries in our books, records and accounts shall constitute conclusive evidence of transactions unless you furnish proof of manifest error.

(c) **Individual Statements.** Unless you request and we otherwise agree, we will make available online an individual statement for each Card issued under your Account at the end of each billing cycle. If the Cardholder is not responsible for payment of his or her own outstanding balance, finance charges and fees, we will only provide an individual statement for purposes of informing the Cardholder about his or her use of the Card.

## 6. Making Payments

(a) **Payment Due Date.** Payment of the full amount of the Account as shown on the Account Statement is always due on or before the Payment Due Date shown on the Account Statement. The Service is a full pay Account, which means you must pay in full the amount specified on the Account Statement.

(b) **Authorization for Debit Payments.** All payments shall be made by direct automated clearinghouse (ACH) debits to your banking account with us or any other financial institution designated by you during the setup process. You hereby authorize us to initiate debit entries to the account with the financial institution you designate for the amount due on the Account Statement until you have properly revoked the authorization. You agree to be bound by the NACHA Operating Rules with respect to these ACH transactions and with respect to any ACH transaction you initiate.

(c) **Application.** We reserve the right to apply payments and other credits to the Account in any manner that we may choose in our sole discretion. All credits for payments to the Account are subject to final payment or settlement by the institution on which the item of payment was drawn or from which the electronic payment was made. Although we may post payments as of the date we receive them, the available credit limit associated with the Account may not be restored for up to five days after we receive the payment.

(d) **Credit Balances.** Credits will be applied to the next Account Statement unless you and we otherwise expressly agree.

7. **Fee Schedule.** Except as we may expressly agree in a written agreement executed by our authorized representative and delivered to you by us, you agree to pay all fees and charges associated with the Account including those set forth in the Account Fees Schedule (the "Fee Schedule") attached to, or accompanying the executed version of this Agreement, which is incorporated into this Agreement by this reference. If a Fee Schedule is not so attached or accompanying the executed version of this Agreement, you agree to pay our standard account fees, penalties and charges. The Fee Schedule may be revised by us as provided in Section 20 of this Agreement. If there is any conflict between this Agreement and the Fee Schedule, this Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict. Any fees and other amounts, including penalties, assessed against the Account will be posted as direct charges to the Account and will count against the applicable credit limit until paid.

## 8. Account Controls.

(a) **Monitoring Obligation.** You are responsible for monitoring the use of the Cards, account numbers and the Account, and detecting unauthorized or improper use. We offer online account management tools through the Online Features to assist you in carrying out this responsibility, including access to transaction information and the means to cancel a Card or impose limits on the use of a Card.

(b) **Lost or Stolen Cards; Unauthorized Use.** You are responsible for cancelling any lost, misused or stolen Cards, Cards or the Account that you suspect may have been the subject of fraud, unauthorized use or misuse, and the Card (and associated authorization) of any Cardholder no longer authorized by you to use a Card, whether as a result of termination of employment or otherwise. You are responsible for retrieving the cancelled Card and destroying it to prevent further use. You may also cancel a Card or terminate a Cardholder's use of a Card by calling our customer service center. All telephone communications by you to us must be made by calling our customer service center at (800) 472-1959 as soon as the need arises. You understand that we will require a reasonable amount of time to act on any request made by telephone. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use in writing at Central Bank, Attn: BankCard Services, P.O. Box 779, Jefferson City, MO 65102, or by telephone at the number given above, after we have had a reasonable amount of time to act on your notice.

(c) **Our Programs.** We may (but are not obligated to) apply software programs and other techniques to detect patterns and other indications of potential fraud and authorized use of the Account. These programs and techniques are not a substitute for proper Account management and the implementation and enforcement of Card controls by you and cannot be relied upon to prevent fraud or unauthorized use. Our techniques may, however, result in the denial of a transaction, reduction of limits or other actions by us as indicated by such programs and techniques.

## 9. Credit Limit.

(a) Establishment. We will establish an aggregate credit limit for the Account and communicate the limit to you prior to or during the set up process. You are responsible for specifying a credit limit for each individual Card or class of Cards you request for Cardholders. If you fail to establish a credit limit for any Card, we may establish a credit limit for such Card up to the Account limit. You understand that you can impose and change Card limits through the Online Features. We may refuse to authorize any transaction against a Card that would bring the total amount outstanding against the Card or against the Account as a whole to a level that would exceed the relevant credit limit.

(b) Over-limit Transactions. If we determine in our sole discretion to authorize or accept a transaction on the Account or a Card that would exceed the credit limit for the Account or that Card, we shall not be liable for doing so. If we authorize or accept a transaction which exceeds the relevant credit limit, you shall, at our request immediately pay in full the entire amount of the excess, together with any applicable over-limit charges and related fees.

(c) Changes. We may from time to time and in our sole discretion (i) change the Account's or any Card's credit limit(s), (ii) reduce the Account or Card credit limit to \$0, (iii) cancel one or more Cards or close the Account, or (iv) limit the number and amount of transactions on the Card or the Account. We will notify you promptly in the event we decide to take such action on the Account or a Card. While we expressly reserve the discretion described in this paragraph, except for cases of known or suspected fraud, changes resulting from regulatory requirements or where we believe there exists a risk of loss to us, we will use commercially reasonable efforts to consult with you in advance prior to reducing credit limits for the Account or any Card.

## 10. Representations, Warranties and Undertakings.

(a) Ours. We represent and warrant to you that: (i) we have the legal right to execute and perform our obligations under this Agreement; (ii) we are duly organized, validly existing and in good standing under the laws of the State of Missouri; (iii) the execution and delivery by us of this Agreement has been authorized by all necessary corporate and required governmental action; (iv) the person signing this Agreement on our behalf is duly authorized to do so; and, (v) our execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting us or the provision of the Service, our articles of incorporation or bylaws, or any material agreement that is binding on us.

(b) Yours. You represent and warrant to us that: (i) the financial statements you have delivered or made available to us at any time have been prepared in accordance with U.S. Generally Accepted Accounting Principles and fully and fairly present your financial condition as of the dates of the statements and results of operations for the periods covered by the statements; (ii) all other financial information you have provided is true and correct; (iii) you have not suffered or incurred a material adverse change in your business, financial condition or operating results since the date of the most recent financial statements you provided to us; (iv) you are not subject to any material undisclosed liability; (v) you have the legal right to execute and perform your obligations under this Agreement; (vi) you are duly organized, validly existing and in good standing in the jurisdiction in which you were organized; (vii) the execution and delivery by you of this Agreement and the incurrence of the Obligations have been authorized by all necessary corporate and required governmental action; (viii) each person signing this Agreement on your behalf is an Authorized Person and is duly authorized to do so; (ix) your execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting you or your use of the Service, your articles of incorporation, bylaws or similar governing documents, or any material agreement that is binding on you; and (x) you have and shall maintain the full right power and authority to grant the license of the Marks and doing so does not infringe upon or violate any rights or interest held in those Marks by any third party or affiliate.

(c) No Online Gambling. You agree not use the Account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

(d) Financial Statements. Upon our request, you agree to furnish us with as applicable current financial statements and other information pertaining to your operating results and business or financial condition.

## 11. Confidentiality, Business Continuity.



(a) Your Obligations. You represent that you have in place, and agree that you will maintain in effect and enforce, reasonable policies and procedures to reduce the incidence of fraud and other unauthorized use of, and access to Cards and your Account and to preserve the confidentiality of your Account numbers and Account access procedures. In addition, you agree to safeguard, keep confidential and not disclose to any third party the payment, pricing terms or fees for the Service and any Security Procedures, and to limit the internal disclosure and distribution of such information to your Representatives who have a need to know such information. You must notify us immediately if there has been a breach of your security, or any Security Procedures have been lost, stolen, compromised or misused.

(b) Business Continuity. Throughout the term of this Agreement, we shall maintain off-site business continuity capabilities designed to permit us to recover from a disaster and continue providing the Service in accordance with our business continuity plan and capabilities. Our business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Service to you within a commercially reasonable period as dictated by the particular recovery rating of the system or application in question.

12. Disclaimer of Warranties. We disclaim all warranties, express or implied, in connection with the Service, and any such warranties are hereby expressly excluded. We do not warrant that the Service shall be error free or that the use of the Service shall be uninterrupted. YOU WAIVE ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO CENTRAL BANK.

13. Limitation of Liability. YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT: IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY AT LAW OR IN EQUITY FOR ANY DAMAGES THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT THAT ARE NOT DIRECT, ACTUAL DAMAGES RESULTING FROM OUR BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE SERVICE; AND, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, LOST TIME, LOST SAVINGS, GOODWILL AND OPPORTUNITIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR LIABILITY TO YOU FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO DIRECT DAMAGES ATTRIBUTABLE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND IN NO EVENT SHALL WE BE LIABLE FOR ANY OTHER DAMAGES. BANK'S LIABILITY FOR DAMAGES UNDER THE AGREEMENT WILL IN NO EVENT EXCEED THE FEES CHARGED BY BANK DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH YOUR CLAIM ACCRUED AGAINST US. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOST DATA. We shall not in any event be liable for (a) any loss, damage or injury caused by any act or omission of any third party, whether or not such third party was chosen by us, (b) any charges imposed by any third party, (c) any loss, damage or injury caused by any failure of the hardware or software used by a third party to provide the Service to you, or (d) lost data or damage to your equipment or systems. In addition, we shall not be responsible for, or incur any liability to you for any failure or delay in carrying out any of our obligations under this Agreement, if such failure or delay was caused by any third party.

14. Reserved.

15. License of Your Marks. For some of our Card programs, we offer you the ability to affix a Mark (as defined below) to a physical Card. If you wish to use this feature of our Service, you grant to us a non-transferable, nonsublicenseable, non-exclusive, royalty-free, worldwide, royalty-free, fully paid-up license to use the trademark, trade name or service mark and related design or logo that you specify (collectively, "Marks") for the sole purposes of affixing it to Cards issued under this Agreement. The use and display of the Mark on a Card is subject to our requirements and approval, and the approval of the Card Association. You represent and warrant to us that you have the right to use and license to us the Mark as contemplated by this Agreement and that the Mark, your license of the Mark and the use of the Mark on a Card do not infringe or violate the intellectual property or other rights of any third party. We agree that we will use the Marks only in the manner you authorize, and that you retain all rights in and to the Marks not expressly granted under this Agreement. Once you approve the model of the Mark for impression on a Card, you may be responsible for the costs we have incurred in producing the Card and Mark design should you not use that model.

16. Default

(a) Events. Subject to applicable law, you shall be in default under this Agreement upon the occurrence of any one of the following: (i) you fail to make any payment of any Obligation when due or payments to us are returned or reversed for any reason; (ii) you become generally unable to pay your debts as they become due; (iii) any other creditor tries by legal process to take or foreclose upon any of your assets; (iv) you become insolvent, is placed in receivership, is adjudicated bankrupt, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any assignment for the benefit of your creditors; (v) you provide us with any false or misleading material information; (vi) any representation or warranty made by you in this Agreement is untrue or incorrect in any material respect or you breach in any material respect any covenant or undertaking under this Agreement; (vii) you are in default of any other credit, loan, leasing or similar agreement for the extension of credit you have with us or any of our subsidiaries or affiliates; (viii) you violate any applicable law in connection with the Account or use of the Cards; (ix) any guarantor or other third party that has guaranteed or assumed any responsibility for the Obligations is in default of any guaranty or similar agreement with us; (x) we believe in good faith that your ability to pay or perform the Obligations under this Agreement has been materially impaired; or (xi) a significant change occurs in your ownership, organizational structure or type or volume of business. You may incur fees or other charges in connection with a default. The payment of any fee or other charge will not cure the default that triggered the fee or charge.

(b) Remedies. If you are in default under this Agreement, we may in our sole discretion, subject to applicable law take any one or more of the following actions: (i) declare all or any portion of the Obligations to be immediately due and payable; (ii) allow you to repay the Obligations according to the terms of this Agreement; (iii) immediately terminate this Agreement, the Account or any Cards and authorizations relating to the Account; (iv) revoke or suspend the use of the Account, reduce the Account credit limit or otherwise limit your ability to use any Cards; and, (v) commence an action against you to collect all amounts owed in connection with this Agreement. You are liable for any court costs and reasonable attorneys' fees incurred by us in the collection of the Obligations and the enforcement of our rights hereunder.

#### 17. Term and Termination.

(a) Term. The term of this Agreement commences on the date it is accepted and executed by us and continues until terminated by us pursuant to this Section 17 or by us or you upon ninety (90) days written notice to the other party.

(b) Termination Rights. We may terminate this Agreement or terminate or suspend the Service if: (a) you are in default as provided in Section 16; (b) any person or group acting in concert that does not on the date of this Agreement control a majority of your outstanding stock acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of your outstanding stock; or (c) the continued provision of the Service in accordance with the terms of this Agreement would, in the good faith opinion of our legal counsel, violate federal, state or local law or any regulation applicable to our business. We will provide notice of the exercise of our termination rights as soon as practical.

(c) Actions. Upon any termination of the Service or this Agreement, you shall: (i) promptly pay to us all sums due or to become due under this Agreement (and we may immediately debit such sums from any account you have previously authorized us to debit for amounts owed pursuant to this agreement); (ii) have no further right to make use of the Service, Account or any Card; and (iii) surrender to us or destroy all Cards that have been issued to you or to any Cardholder.

(d) Effect. Termination of this Agreement, the Account or any Card does not release you or us from any of our respective obligations that arose or became effective prior to such termination, including any transactions that post after termination. You remain fully obligated to repay all amounts owed to us under this Agreement or in connection with the Account, the use of the Cards or account numbers or otherwise. In addition, all provisions of this Agreement relating to the parties' respective warranties, representations, limitation of liability, confidentiality, proprietary rights, and indemnification shall survive the termination of the Service, the Account and this Agreement.

#### 18. Online Features

(a) General. We offer online access features as part of the Service ("Online Features") to enable you to access information about, and administer and manage the Account via the Internet including through the applicable Card Association or through our online portal, Card Management System ("CMS"). The use of the Online Features is

subject to the limitations and specifications we provide for the Online Features. Some or all of the Online Features may be hosted or provided by the Card Association or another third party and are also subject to any terms of use established by us or that third party. Updates and new features of the Online Features will be described, and any related terms of use will be posted on the applicable website; updates and features offered by us, and the related terms and conditions of use will become part of the Service and this Agreement upon first use by you.

(b) Administration. The Card Administrator will have complete authority to manage the Online Features on your behalf. The Card Administrator has authority with respect to the Online Features to: designate personnel including Cardholders and the Card Administrator ("Users") with access to some or all of the aspects of the Online Features; monitor Card usage and access Account statements through the Online Features; establish the entitlements of Users regarding the use of the Online Features; enable the assignment of Identification Codes described below and initial passwords to Users; issue replacement Cards; determine to utilize new or updated features of the Service and accept any applicable terms and conditions governing such features; and accept and act on all communications from us regarding the Online Features.

(c) User Level Access. The Administrator can enable Users including their managers to access and manage Account-level detail including the ability to categorize and reconcile expenses.

(d) Security Procedures. Access to the Online Features of the Service is subject to "Security Procedures," which may include certain procedures, the use of personal identification numbers, log-on identification, access codes, passwords or other security or authentication measures (collectively, "Identification Codes") that are designed to verify the origin of access to the Online Features. You understand that all access to, and use of the Online Features using such Security Procedures as we mutually agree upon will be considered by us for all purposes and without further investigation to be authorized by you, and that we may act and rely upon all instructions or data transmitted to us using the Security Procedures.

(e) Your Responsibilities. You must ensure that your personnel use the Online Features only as authorized and within the limits of their entitlements or permission. We do not monitor access to the Service or the Online Features and are not responsible if any person exceeds the limits of their entitlements or permission rights. You are responsible for having and maintaining at your expense proper functioning, secure and safe hardware, software (including antivirus and antimalware software) and communication devices, Internet access and service necessary for use with the Online Features. To the extent you select an option available with the Online Features that allows Cardholders to view and enter data about their transactions, you agree to monitor and limit their access to proper business purposes on your behalf.

(f) Legal Compliance. We make no representation or warranty that the Online Features are available or appropriate for use in countries other than the United States. You are solely responsible for compliance with all laws and regulations applicable in jurisdictions where you conduct business.

(g) Intellectual Property. All pages, screens, text, and other materials, and other works of authorship and material appearing on or utilized in connection with the Online Features, the names, trademarks, logos, slogans and service marks used, displayed and found on websites, and all other intellectual property relating to the Online Features (collectively, "Intellectual Property") are owned by and proprietary to us, the applicable Card Association, and our vendors or licensors, except as otherwise specified. No intellectual property may be copied, modified, distributed, used in any way or publicly displayed in any medium of expression without our prior written consent.

(h) Warranty Disclaimer. The Online Features are provided "as is," and "as available." Since the Internet is inherently insecure and since there is a risk that data communications and transfers may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("Failure Events"), we agree to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where we fail to take commercially reasonable steps, we shall not be liable for any Failure Events that occur, including any loss of privacy or use by others of such data communications or transfers. Under no circumstances, shall we be liable for any Failure Events that occur prior to you establishing a secure connection to our designated portal or after properly terminating that connection. All material found on the websites is provided "as is."

19. Reserved.

20. General Provisions

(a) Merchants. We have no liability or responsibility for (i) goods or services purchased with a Card or the Account or for any dispute you may have with a merchant over goods or services you purchase, (ii) a merchant's or supplier's failure to accept the Card or the Account, or (iii) any failure of a merchant to seek authorization before honoring a Card. If you have a billing dispute with a merchant, we require that you first attempt to resolve the dispute directly with the merchant. If you are unable to resolve the billing dispute, you may request that we process a chargeback, subject to applicable Card Association rules. If we agree to process the chargeback, you will be required to complete a dispute form provided by us, provide any additional information we request relating to the dispute and cooperate with us. You are in all events responsible for any transactions made with your Cards or the Account.

(b) Amendments. We may amend, supplement or change (each, a "revision") the terms of this Agreement including the Fee Schedule at any time and from time to time as follows: by a written instrument signed by both parties; or, we may give you at least thirty (30) calendar days' prior written notice of a revision and if you do not give us written notice of your termination of this Agreement before the expiration of the thirty (30) day period or the later effective date specified in such notice, you are deemed to have accepted the revision. If, however, a revision to this Agreement is, in our good faith opinion, either required by law or a regulatory authority with jurisdiction over us or is necessary to preserve or enhance security of the Service, we will provide you notice of such revision and the revision will be effective immediately upon us giving you notice. Subject to applicable law, any revision shall apply to the outstanding balance on the Account on the effective date of the revision and to any future balances created after that date. No revision to this Agreement or Fee Schedule shall affect in any manner your obligation to pay in full all Obligations under this Agreement.

(c) Delay in Enforcement. The parties may at any time and in its sole discretion delay or waive enforcing any of its rights or remedies under this Agreement or under applicable law without losing any of such rights or any other rights or remedies.

(d) Notice. Any written notice between the parties shall be effective once the party has received the notice and had a reasonable opportunity to act on it.

(e) Force Majeure. We shall not be responsible for, nor shall we incur any liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents us from operating normally.

(f) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not sell, assign or transfer the Account or any of your rights or obligations under this Agreement. We may sell, assign or transfer the Account, or any balance due thereon, and our rights and obligations under this Agreement without prior notice to, or consent from you, which notice and consent are knowingly waived by you.

(g) Entire Agreement. This Agreement, together with the Fee Schedule, any reference guides made available from time to time, and any separate pricing, rebate or other similar agreement or amendment executed by the parties that specifically refers to this Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and the Account, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Service and the Account. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity other than the parties, their permitted assigns, indemnified persons, our vendors and the Card Association shall have any rights under this Agreement.

(h) Severability. If performance of the Service in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and that governs or affects the Service or any transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the degree necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. If any provision of this Agreement is deemed to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, or by any governmental agency with jurisdiction in such

matter, such provision shall continue enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stricken from this Agreement. All other provisions shall remain in full force and effect.

(i) Reserved.

(j) Compliance with Law. We and you each agree to comply with and be responsible for all applicable state, local and federal statutes, rules, regulations, orders, directives, policies and other laws, and the rules and regulations of any applicable Card Associations or payment clearing system.

(k) Governing Law; Venue. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Kansas and with applicable federal laws and regulations.

(l) Reserved.

(m) Headings. The Section headings used in this Agreement are for convenience only, and do not in any way limit or define your or our rights or obligations under this Agreement.

**ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

**21. The RFP #17-0036 and the response from The Central Trust Bank dba Central Bank are hereby incorporated by reference into this Agreement. Should a conflict arise between terms, the response to the RFP shall control.**

**22. Attached as an addendum are the Sedgwick County Mandatory provisions which are hereby incorporated by reference into this Agreement.**

*[Remainder of this page intentionally blank]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representative.

Customer Name:

Sedgwick County KS

Authorized Signer:

Joseph Thomas

Printed Name Joseph Thomas

Title: Purchasing Director

Date: 2-22-18

BANK:

ATTEST:

Kelly B. Arnold, County Clerk



Authorized Signer:

Alan F. Stonum

Printed Name Alan F. Stonum

Title: SR. V.P.

Date: Feb. 15, 2018

Approved As To Form

**Revenue Share Addendum  
(Commercial Card Service Agreement)**

**Bank Compensation to Company**

Provided that Company remains in full compliance with all of its obligations to Bank, including, but not limited to, its obligations under the Agreement and all applicable Cardholder Agreements, Bank will pay Company the following Revenue Share based on the Net Purchase Volume for the applicable calendar month (annualized):

<b>Revenue Share for Net Purchase Volume (Excluding Large Ticket and Purchase Card Level 3 Purchases)</b>		
<b>Annual Net Card Volume</b>	<b>Revenue Share bps</b>	<b>Proposed Average Revenue Share \$</b>
All Standard Transactions	100	

<b>Revenue Share for Large Ticket Net Purchase Volume</b>	
If the transaction qualifies for Large Ticket Interchange Rates:	The Revenue Share for the applicable transaction shall be: 0.40% of Large ticket Net Purchase Volume

<b>Revenue Share for Purchase Card Level 3 Net Purchase Volume</b>	
If the transaction qualifies for Purchase Card Level 3 Interchange Rates:	The Revenue Share for the applicable transaction shall be: 0.60% of Purchase Card Level 3 Net Purchase Volume

Bank will make Revenue Share payments within 15 days following the end of each month based on the calculated Net Purchase Volume for such month. If the Card Association decreases the interchange rate paid for Card and Account Transactions, Bank may decrease Revenue Share rates. Bank agrees, however, to give Company at least 30 days' notice of the date on which any changed rate will apply to new Net Purchase Volume.

For purposes of this Schedule:

- "Large Ticket Transaction" or "Purchase Card Level 3 Transaction" means Transactions qualifying as large ticket or purchase card level 3 transactions under the applicable Operating Rules of the Card Association, as amended from time to time, and as classified by the financial institution or vendor processing Transactions on behalf of any merchant.
- "Net Purchase Volume" means the aggregate amount of individual new Purchases (other than Large Ticket Transactions or Purchase Card Level 3 Transactions) posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items).
- "Large Ticket Net Purchase Volume" means the aggregate amount of individual new Large Ticket Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items)
- "Purchase Card Level 3 Net Purchase Volume" means the aggregate amount of individual new Purchase Card Level 3 Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items)

In all cases, the Account's "Net Purchase Volume", "Large Ticket Net Purchase Volume" and "Purchase Card Level 3 Net Purchase Volume" will exclude: (a) amounts and transactions representing Program Fees and Charges, annual fees, finance charges and other fees or charges, including but not be limited to, late fees, returned check fees, payment dishonored fees, over-limit fees, Cash Advance fees, foreign transaction fees, foreign conversion fees and collection costs, (b) Cash Advances and/or transaction fees associated with Cash Advances (which include, but are not limited to, transactions using special checks), (c) if the Account is 30 or more days past due or any Account is charged off, any new Purchases posted to the Account will not be used in calculating Net Purchase Volume, and (d) any fraudulent or unauthorized transactions. Net Purchase Volume and Large Ticket Net Purchase Volume shall not be considered eligible for accrual of Revenue Share unless and until Company pays Bank for such Net Purchase Volume and all associated Program Fees and Charges. To qualify for Revenue Share payments, the Account must be both open and current.



**FEE SCHEDULE**  
**(Commercial Card Service Agreement)**

**Program Fees & Charges**  
**Account Fees**

Transaction Fee for Cash Advance	A fee equal to 4% of each Cash Advance will apply to each Cash Advance Transaction, subject to a minimum Cash Advance fee of \$10 and a maximum Cash Advance fee of \$100.
Transaction Fee for Cash Equivalent Advances	A fee equal to 4% of each Cash Equivalent Advance will apply to each Cash Equivalent Advance Transaction subject to a minimum Cash Equivalent Advance fee of \$10 and a maximum Cash Equivalent Advance fee of \$100.
Annual Account Fee	None
Late Fee	A fee equal to 2.00% of the current balance, subject to a \$29.00 minimum, will be added to the balance if any payment in any form on the Account is dishonored or returned unpaid to Bank for any reason.
Over-limit Transaction Fee	An over-limit fee of \$39 will be added to the balance if the outstanding balance of an Account, including finance charges and fees, exceeds the credit limit at any time during a billing cycle.
Payment Dishonored Fee	A fee of \$39.00 fee, will be added to the balance if any payment in any form on the Account is dishonored or returned unpaid to Bank for any reason.
Stop Payment Fees	A fee of \$29.00 will be added to the balance for any stop payment request made by Company or any Cardholder.
Document/Statement Copy Fees	A fee of \$5.00 will be added to the balance for each sales draft copy requested by Company or a Cardholder (unless related to an actual billing error), and a fee of \$5.00 for each duplicate copy of an Account Statement requested by Company or a Cardholder.
Foreign Transaction Fee	A fee equal to 3% of each foreign transaction, after conversion to U.S. Dollars, will be assessed on all transactions made in currencies other than U.S. Dollars. Fees for foreign Cash Advances and foreign Purchases will be added to the balance of the Account.
Expedited Payment Fee	A fee of \$25.00 will be added to the balance of the Account each time Company or a Cardholder has Bank initiate an expedited payment by telephone.
Expedited Card Shipping Fee	A fee will be added to the balance of the Account each time Company or Cardholder requires expedited delivery by Bank of additional or replacement Cards. <ul style="list-style-type: none"> <li>• Overnight Delivery (U.S. Mail): \$40.00</li> </ul>
Product Training Fees	No charge for one train-the-trainer product training session by teleconference and/or webinar. Additional training available upon request at fees at Bank's then-current rates.
Custom Card Design Fees	A fee will be added to the balance for custom card design: <ul style="list-style-type: none"> <li>• Custom Design: Pricing available upon request.</li> </ul>

**Periodic Rates**

**ACCRUAL OF FINANCE CHARGES:** There is no grace period before periodic rate finance charges begin to accrue on Cash Advances or Transaction fees related to a Cash Advance. Periodic rate finance charges accrue on Cash Advances and their related Transaction fees from the date of the Cash Advance or the first day of the billing cycle in which the Cash Advance is added to the Account, whichever is more recent. No periodic rate finance charges will apply to Purchases and other Program Fees and Charges that are paid in full on or before their applicable Payment Due Date, as shown by the Account Statements. Periodic rate finance charges will accrue on Purchases, and on Program Fees and Charges added to the Account as Purchases, beginning with the first day that follows the applicable Payment Due Date for each such Purchase or Program Fee and Charge.

**PERIODIC RATE FINANCE CHARGES:** Periodic rate finance charges will be calculated using daily periodic rates, which correspond to certain Annual Percentage Rates. These rates may also be different for Purchases and Cash Advances (collectively, the "Transaction Categories").

The rate for Purchases on the Account is an Annual Percentage Rate of 0.00% (a daily periodic rate of 0.00%).

The rate for Cash Advances on the Account is an Annual Percentage Rate of 0.00% (a daily periodic rate of 0.00%).

**FINANCE CHARGES AND BALANCE CALCULATIONS:** The Account will generally have monthly billing cycles, but the first billing cycles may be more or less than one month. Bank uses the Average Daily Balance method to compute a portion of the Finance Charges on the Account. Bank calculates periodic rate finance charges separately for each Transaction Category.

(A) To compute Billed Periodic Rate Finance Charges:

(1) For each Transaction Category, Bank multiplies the Daily Balance (see below) by the applicable daily periodic rate for each day of the billing cycle; then

(2) Bank adds together all of the products calculated in (1) above.

(B) To compute the Daily Balance for each Transaction Category:

(1) Bank takes the Beginning Balance of each day;

(2) Adds any applicable new Transactions (such as Cash Advances and related Transaction fees, delinquent Purchases and other Program Fees and Charges, and debit adjustments)\*\*\*;

(3) Subtracts any applicable payments, credits, or credit adjustments; and

(4) Bank treats a credit balance as a balance of zero.

\*\*\* In certain circumstances, the over-limit fee is included in the Daily Balance calculation on the day of the billing cycle in which they post to the Account.

Bank adds the amount calculated in accordance with (A)(1) above to the Daily Balance and this amount becomes the Beginning Balance for the next day.

On the Account Statement, Bank will calculate an Average Daily Balance for each Transaction Category by adding all the Daily Balances for that Transaction Category and dividing that amount by the number of days in the billing cycle. If you multiply the Average Daily Balance for a Transaction Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Interest Charge Calculation for that Transaction Category, except for minor variations due to rounding. This Agreement provides for daily compounding of finance charges and fees.

Cash Advance finance charges, if any, are added to the Cash Advance Balance and are shown on the Account Statement under "Interest Charged." Foreign Transaction and Cash Advance fees are shown on the Account Statement as "Fees Charged."

**MINIMUM FINANCE CHARGE:** There is no minimum finance charge.

**PAYMENTS:** Payment in full of all Transactions, Fees and Finance Charges for each billing cycle shall be made on or before the applicable Payment Due Date for each respective billing cycle. Each Payment Due Date for each respective billing cycle will be detailed on the Account Statement.

## MANUAL PAY SERVICE ADDENDUM

This Addendum ("Addendum") applies to the Commercial Card Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") and entered into by and between Customer ("Customer", "you" or "your") and The Central Trust Bank ("Central Bank", "Bank", "we" or "our"). Each of Customer and Bank may be individually referred to herein as a "Party" and collectively as the "Parties". Terms defined in the Agreement that are not defined in the Addendum have the same meaning within this Addendum. This Addendum may only be amended as provided in the Agreement. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of the Service.

WHEREAS, the Agreement allows Customer to effectuate all of its purchasing, travel and entertainment, and fleet spending needs through a single Card platform, which utilizes, among other things, Single Use Ghost Accounts for account payables.

WHEREAS, the Single Use Ghost Account allows Customer to make payments to payees by delivering a secure payment file to the Bank through the Service and from which Bank creates Single Use Ghost Account Card payment credentials that are then sent to the payee through electronic mail (the "Automated AP Service").

WHEREAS, certain payees will not accept payments from Customer effectuated through the Automated AP Service and therefore require payments from Single Use Ghost Accounts to be made manually and Customer desires Bank to make such manual payments on Customer's behalf.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, Customer and Bank agree that the Agreement shall be amended to include the following:

1. Manual Payments. For payees that will not accept payments via the Automated AP Service, Customer authorizes Bank to make payments on Customer's behalf through the method described in this Section (the "Manual Pay Service"). Customer will deliver a secure payment file to Bank through the Service and Bank will use such information provided by Customer to create Single Use Ghost Account Card payment credentials to pay the identified payee. Bank will make the payment to the payee on the Customer's behalf via Customer's account on the payee's website and through which the payee accepts payments from customers. Customer will provide Bank with all information and credentials necessary for Bank to provide the Manual Pay Service and Customer is responsible for ensuring such information is correct and for notifying Bank of any changes to such information. Bank shall not be responsible for errors in information or data provided to it by Customer relating to the Manual Pay Service.

2. E-Commerce or Phone Required. The Manual Pay Service described in this Addendum is only available for payees that accept payments online through a website, or by telephone.

3. Full Force and Effect. All other terms of the Agreement as modified by this Addendum are hereby ratified and approved by Customer and Bank and shall continue in full force and effect until amended or terminated in accordance with the terms thereof. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\*  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum as of date first written above.

Customer Name:

Sedgwick County KS

Authorized Signer:

Joseph Thomas

Printed Name Joseph Thomas

Title: Purchasing Director

Date: 2-22-18

BANK:

Authorized Signer:

Alan F. Stonum

Printed Name Alan F. Stonum

Title: SR. V.P.

Date: Feb 15, 2018

ATTEST:

[Signature]

Kelly B. Arnold, County Clerk



[Signature] Approved As To Form

## SINGLE-FILE SERVICE ADDENDUM

This Addendum ("Addendum") applies to the Commercial Card Agreement (the "Agreement") dated 20 ("Effective Date") and entered into by and between Customer ("Customer", "you" or "your") and The Central Trust Bank ("Central Bank", "Bank", "we" or "our"). Each of Customer and Bank may be individually referred to herein as a "Party" and collectively as the "Parties". Terms defined in the Agreement that are not defined in the Addendum have the same meaning within this Addendum. This Addendum may only be amended as provided in the Agreement. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of the Service.

WHEREAS, the Agreement allows Customer to effectuate all of its purchasing, travel and entertainment, and fleet spending needs through a single Card platform, which utilizes, among other things, Single Use Ghost Accounts for account payables.

WHEREAS, certain payees will not accept payments from Customer via Card and require payments via check or automated clearing house ("ACH").

WHEREAS, Bank offers a payment service via check and ACH to facilitate payment to such payees.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, Customer and Bank agree that the Agreement shall be amended to include the following:

1. Single-File Service. For payees that will not accept payments via Card, and instead require payments to be made via check or ACH, Customer authorizes Bank to make payments on Customer's behalf through the method described in this Section (the "Single-File Service"). Customer will deliver a secure payment file to Bank through the Service and Bank will use such information provided by Customer to pay the identified payee via either check or ACH credit to the payee's account.

2. Payment via Check. By enrolling in the Single-File Service, Customer authorizes Bank to print, insert and mail checks for payment to Customer's payees. Bank may also provide such ancillary services as warranted and necessary for it to complete its printing and mailing services. Customer agrees to hold harmless and indemnify Bank from and against any and all loss, damage or claim arising from: (1) incorrect, illegal or improper record information, data or other documentation of any kind submitted by Customer, or any other source upon which Bank can reasonably be expected to rely upon, to Bank; or (2) the withholding of correct, legal or proper information by Customer, or any other source upon which Bank can reasonably be expected to rely upon, from Bank.

3. Payment via ACH Credit. Customer acknowledges that, as a pre-requisite to making payments via ACH credit in the Single-File Service, Bank must receive a completed ACH authorization from Customer's payee in a form acceptable to Bank.

4. Uniform Commercial Code Article 4A Notice. Credit given by Bank to a payee with respect to an ACH credit entry is provisional until Bank receives final settlement for such entry through a Federal Reserve Bank. If Bank does not receive such final settlement, payee will be notified and must agree that Bank is entitled to a refund of the amount credited to payee in connection with such entry and Customer shall not be deemed to have paid the payee in the amount of such entry.

5. Full Force and Effect. All other terms of the Agreement as modified by this Addendum are hereby ratified and approved by Customer and Bank and shall continue in full force and effect until amended or terminated in accordance with the terms thereof. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\*  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum as of date first written above.

Customer Name:

Sedgwick County KS

Authorized Signer:

Joseph Thomas

Printed Name Joseph Thomas

Title: Purchasing Director

Date: 2-22-18

BANK:

Authorized Signer:

Alan F. Stonum

Printed Name Alan F. Stonum

Title: S.R.V.P.

Date: Feb. 15, 2018

ATTEST:

Kelly B. Arnold

Kelly B. Arnold, County Clerk



Approved As To Form

[Signature]

## SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof. In the event of conflict between the provisions of this Agreement and the Sedgwick County Mandatory Contractual Provisions Attachment, the terms of the Sedgwick County Mandatory Contractual Provisions Attachment will control. "

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
  2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
  3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
  4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
  5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
  6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
  7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
  8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.
- County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
  10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
  11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.
- Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.





August 22, 2017

Ms. Kara Kingsley  
Sedgwick County, Kansas  
Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

***Re: Request for Proposal – Procurement Card Program***

Dear Ms. Kingsley,

Central Bank of the Midwest appreciates the opportunity to present this proposal for procurement card services to Sedgwick County. Enclosed you will find details of competitive and innovative solutions that will benefit the county both now and in the future. Most importantly, these solutions are backed by dedicated and professional Central Bank employees who provide exceptional service.

Central Bank of the Midwest is part of a 13-bank holding company, Central Bancompany, a privately-held corporation. Our roots in Kansas date back to 1894. As a full-service community bank, we have 20 branch locations in Kansas offering products and services from simple bank accounts to detailed management of large customer portfolios.

Central Bank's Bankcard Services team manages all credit card, debit card, prepaid card and merchant services programs for Central Bank of the Midwest and the other 12 banks in Central Bancompany. We offer a professional level of experience and understanding of the electronic payment card industry. Among our Director, Alan Stonum, our Commercial and Consumer Card Product Managers, Operations Manager and Risk Manager we have over 100 years of experience in banking and card payments.

Central Bank has a long and successful record of serving the banking needs of state, county and local government agencies. Our Government Division is a group of knowledgeable, dedicated professionals, who specialize in providing banking services to state, local and other governmental entities. They work directly with the governmental entity and the appropriate bank business unit to ensure smooth operations and responsive service.

Our government experience paired with the expertise and experience of our BankCard Services team makes us the most qualified to provide card services to Sedgwick County. Here are some of the reasons the county should choose Central Bank for their Procurement Card services:

**Legendary Service**

- Central Bank prides itself on delivering legendary service to all customers. On a daily basis, we work with our customers to collaborate on dynamic issues and create solutions.
- Our Central Bank team has a solid knowledge base of how local governments work.
- With Central Bank, you will have access to, and work with, knowledgeable, experienced senior managers as well as a dedicated team of highly skilled, card payments professionals.

### **Easy Implementation**

- Central Bank has experience in managing government projects with thorough and detailed implementation schedules that produce quality results.
- Our senior management team is committed to servicing the county and supporting the investment in technology and service to successfully execute our deliverables. Additionally, our designated Government Division understands government business and is assembled and designed to provide dedicated service to state, county and local governmental agencies.
- We have a dedicated implementation team that will work to ensure transitioning cards to a new vendor is seamless.

### **Proven Partner**

- We understand the importance of your cash management processes. We have long-standing contracts with many public entities. Throughout all of our contracts, we have remained a consistent, dependable and proven implementer of innovative and efficient cash management products.
- Central Bank of the Midwest is committed to Kansas. We pay corporate taxes and employ tax-paying Kansas citizens.
- We believe MasterCard is the industry leader in card payments technology. Central Bank has had a strategic partnership with MasterCard for over a decade and we issue MasterCard branded cards for all of our card programs.

Central Bank of the Midwest is excited to have the opportunity to work with Sedgwick County on this very important program. We are a community bank with a proven track record of providing legendary service.

The undersigned have the authority to bind Central Bank of the Midwest in this proposal and the subsequent contract. If you need further information from us or wish to further discuss the material presented in our proposal, please do not hesitate to contact us or our staff.

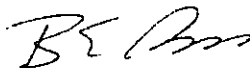
Sincerely,

Alan Stonum  
Senior Vice President, BankCard  
111 E. Miller St.  
Jefferson City, MO 65101  
573-634-1300  
al.stonum@centralbank.net

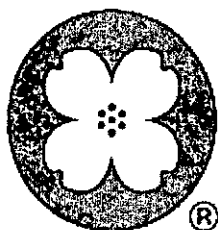


Alan F. Stonum  
Senior Vice President, BankCard

Brian Biggs  
Regional President - Kansas  
11900 College Blvd.  
Overland Park, KS 66210  
913-901-3020  
brian.biggs@centralbank.net



Brian Biggs  
Regional President - Kansas



# Central Bank of the Midwest

MEMBER FDIC

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Strong roots. Endless possibilities.<sup>SM</sup>

## Required Response Content

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

- A. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.

### Our main bank headquarters:

Central Bank

238 Madison St.

Jefferson City, MO 65101

573-634-1301

Contact: Crystal Wagner

Central Bank was established in 1902.

### Our Kansas bank affiliate:

Central Bank of the Midwest

11900 College Blvd.

Overland Park, KS 66210

913-451-1199

Contact: Laura Nally

Central Bank's Kansas banking history dates back to 1894, when predecessor bank First Kansas State Bank was established in Gardner.

Both banks are part of Central Bancompany. Executive Officers and Senior Leadership for Central Bancompany are listed below:

Senior Leadership	Title
S. Bryan Cook	President & Chief Executive Officer
Robert M. Robuck	Chairman of the Board
Kenneth W. Littlefield	Vice Chairman
Stephen E. Erdel	Vice Chairman
Donald R. Perdue	Senior Executive Vice President
Russell L. Goldammer	Executive Vice President, Chief Information Officer
Ronald K. Medin	Executive Vice President, Corporate Secretary & General Counsel
Richard R. Popp	Executive Vice President, Chief Risk Officer
John D. Gamble	Senior Vice President, Chief Financial Officer
David W. Roehl	Senior Vice President, Chief Investment Officer
Daniel H. Westhues	Senior Vice President, Chief Marketing Officer & Retail Banking
Scott Kellett	Senior Vice President, Trust and Asset Management
Edmond Lee Brown	Senior Vice President, Corporate Tax
Christine K. Ellinger	Senior Vice President, Human Resources
Alan F. Stonum	Senior Vice President, Bankcard Services
Rick W. Hollenberg	Senior Vice President, Mortgage Banking
Paul J. Kleffner	Senior Vice President, Auditing
Shannon M. Thomason	Senior Vice President, Compliance
Robert M. Carr, Jr.	Senior Vice President, Managing Director, Central Investment Advisors
Brad T. Wastler	Senior Vice President, Central Investment Advisors

**B. Provide a description of contractor's firm, its organization, size and nature of services available.**

Central Bank of the Midwest has both the qualifications and experience in providing the requested or similar banking services. Paired with our BankCard Services and Government Division teams with the solid financial stability and reputation of our Central Bancompany, we provide purchasing and eCommerce/virtual cards to several customers with legendary service today.

***Central Bank of the Midwest***

Central Bank of the Midwest is part of a 13-bank holding company, Central Bancompany, a privately-held corporation. Our roots in Kansas date back to 1894. With the desire to expand into Kansas, Central Bancompany acquired two quality banks in 2008. Both with great reputations for providing superior customer service to fit the Central Bancompany culture.

First Kansas State Bank, established in 1894, and Metcalf Bank, established in 1962, became part of Central Bancompany in 2008. Furthering our commitment to Kansas, we purchased Douglas County Bank in 2015. With these locations, Central Bank of the Midwest has 20 branch locations in Kansas, a market share of 1.16 percent and nearly 300 employees serving bank customers. We are also a member of the Kansas Bankers Association. Central Bank of the Midwest has nearly \$790 million in deposits and over \$530 million in outstanding loans within the state.

Central Bank of the Midwest is a full-service community bank offering products and services ranging from simple banking accounts to detailed management of large customer portfolios. The products and services offered by Central Bank are available at [www.centralbank.net](http://www.centralbank.net). Our investment in the latest eCommerce/virtual card, credit card, online, mobile, electronic funds transfer and check clearing systems demonstrates our commitment to the future for our company and our customers.

**Vision**

Central Bank of the Midwest is committed to being the leading financial service provider by providing our customers with quality financial solutions and exceptional customer service.

**Core Values**

- **Honesty** – Doing what we say we're going to do. As Mark Twain said, "If you tell the truth, you don't have to remember anything."
- **Sincerity** – Valuing each person, their ideas and differences. Communicating in an open and honest manner in an effort to meet each customer's individual long-term banking needs.
- **Enthusiasm** – Striving for excellence in all we do while truly enjoying the opportunity to serve our customers.
- **Persistence** – Making certain we work across business lines, utilize all available resources, and continue to develop new products and services to provide our customers with the finest banking experience.
- **Success** – Helping our customers achieve their goals will assure the achievement of our goals.

**Mission**

Our mission is to enhance shareholder value by focusing on the customer. We will empower well-trained, knowledgeable employees to deliver the best financial solutions and exceed customer service expectations. We will employ a disciplined, forward-thinking strategy to ensure efficient and cost-effective operations.

### ***Central Bancompany***

Central Bank was the first bank to become part of the Central Bancompany in 1971. Today, Central Bancompany consists of 13 holding company banks and three other subsidiaries. These include:

<b>Bank or Subsidiary</b>	<b>Location</b>	<b>Date Acquired/Formed</b>
Central Trust Bank	Jefferson City, Missouri	December 30, 1971
Jefferson Bank of Missouri	Jefferson City, Missouri	October 19, 1972
Central Bank of St Louis	Clayton, Missouri	November 22, 1972
Central Bank of Boone County	Columbia, Missouri	1974
Central Bank of Audrain County	Mexico, Missouri	October 1, 1977
Central Bank of Moberly	Moberly, Missouri	January 7, 1980
Central Bank of the Ozarks	Springfield, Missouri	August 11, 1980
Central Bank of Lake of the Ozarks	Lake Ozark, Missouri	December 16, 1985
Central Bank of Branson	Branson, Missouri	December 8, 1988
Central Bank of Sedalia	Sedalia, Missouri	February 12, 1992
Central Bank of Warrensburg	Warrensburg, Missouri	July 2, 1997
Central Technology Services (formerly Central Data Company formed in 1967)	Jefferson City, Missouri	November 24, 1998
Central Mortgage Company	Jefferson City, Missouri	January 10, 2000
Central Bank of Oklahoma	Tulsa, Oklahoma	May 7, 2004
Central Trust Company (formerly Guaranty Trust acquired in 1973)	Jefferson City, Missouri	2007
Central Bank of the Midwest	Lee's Summit, Missouri	2007

In its brief history, Central Bancompany has become one of the largest bank holding companies in Missouri with total assets of over \$12 billion and total capital of \$1.6 billion. It also has the strongest capital ratio of any multi-bank holding company in the Eighth Federal Reserve District.

Central Bancompany and its subsidiary banks are audited annually by KPMG LLP, certified public accountants. The parent company is regulated and examined by the Federal Reserve Bank of St. Louis. In addition, the subsidiary banks are also regulated as follows:

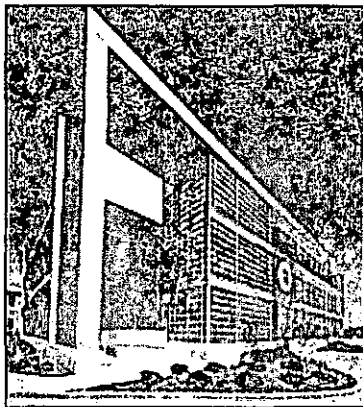
- All of our banks are state-chartered, Federal Reserve member institution banks, jointly regulated by the State of Missouri and the Federal Reserve.
- Central Trust and Investment Company is a state-chartered "pure" trust company that does not accept deposits and is jointly regulated by the State Division of Finance and the Federal Reserve Bank of St. Louis.

### *Central Technology Services*

In 1967, Central Data Company opened with two employees and a \$300,000 computer. Central Bank moved the Data Processing and Operations center, expanding to a 43,000-square-foot facility during the early 1990s. In 1998, Data Processing and Operations were consolidated into a separate affiliate, Central Technology Services. Central Technology Services opened a second office in Springfield, Missouri, to provide services to Central Bancompany banks in southwest Missouri in 2000.

Over 40 years later, Central Technology Services has expanded to a 93,000-square-foot state-of-the-art facility employing 215 Missourians and operating 24 hours per day to meet the needs of Central Bancompany's customers. Central Technology Services also employs associates in Branson, Springfield, St. Louis, Columbia and Tulsa, Oklahoma.

With extraordinary vision, the company's management has strategically continued to be at the forefront of data processing and information retrieval. Today, the company provides operations and data processing services to Central Bancompany affiliates and other clients throughout the Midwest.



*Central Technology Services*

#### Services include:

- Custom application design, development and support.
- Networking and data communications.
- A centralized service technical support desk for a wide variety of desktop software and hardware.
- Processing and support for over 250,000 accounts.
- Centralized banking operations.

No major hardware or application system failure has ever prevented the bank from timely completion of customer business processing. This success is due to a qualified and experienced staff of data processing professionals and their many years of experience, ISDN dial-up/fail-over if a dedicated communication line fails, dual/redundant Uninterruptible Power Systems (UPS), and a dual-engine diesel generator. Our system configuration and back-up facilities complete the elements that contribute to our unrivaled system reliability.

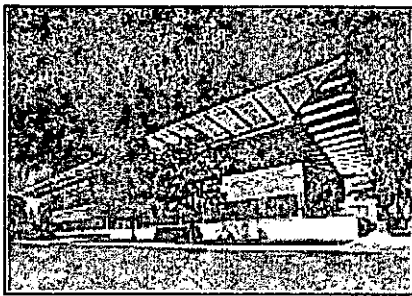
**C. Provide information on the contractor's background, expertise and qualifications to provide the services outlined in this RFP.**

Central Bank has provided card and merchant services for nearly 45 years with its Bankcard division:

***BankCard Services***

Central Bank's BankCard Services provides the expertise and experience Sedgwick County requires and the customer service that is professionally desired. Central Bank's card team brings a reliable and proven solution that exceeds expectations and meets your ever-changing needs.

Central Bank's BankCard Services, located in downtown Jefferson City, Missouri, is the primary member of the major card associations for Central Bancompany, and provides card issuing and acquiring (merchant) services for all 13 holding company banks. BankCard Services not only provides several card products, including issuing credit, debit, and stored-value cards, but focuses on commercial payments, including procurement cards and automated accounts payable using virtual cards. Central Bank's card team has provided card payment services for more than 44 years.



*Central Bank Financial Center*

BankCard Services currently supports over 3,500 merchant customers and numerous state and local government entities, 300,000 credit, debit and commercial accounts, and over 200,000 stored-value re-loadable cards. In 2016, Central Bank processed over \$3 billion in transactional volume, for credit, debit and prepaid and commercial payments.

The procurement card and automated accounts payable team servicing the county is part of a large group of Central Bank employees dedicated to card payments. Our BankCard Division is

overseen by our top bank executives to ensure we remain competitive in the electronic payments marketplace.

Our top-rated and experienced support services and cutting edge technology sets us apart from other service providers. We offer clear and concise online reporting tools, hassle-free Payment Card Industry (PCI) compliance, a wide array of products and services, and programs for merchants of all types and sizes.

Central Bank partners with AOC Solutions, Inc., DXC and MasterCard to provide world class commercial card and virtual card solutions.

AOC specializes in creating and implementing best-in-class commercial payments platforms, solutions, and services to include virtual cards, procurement card management and reporting, web services and vendor enrollment services.

DXC, formerly a division of Hewlett Packard, specializes in transaction processing platforms and operational support services to include 24/7 program administrator and cardholder customer service, fraud monitoring, back office operations, collections and production services.



## ***Government Division***

Not only will Sedgwick County have the full support of the Central Bank of the Midwest and Bankcard Services, a team of six employees with extensive government experience will also assist with this contract. Central Bank company includes a Government Division that provides specialized banking services and products to meet the needs of its government and association customers. The division provides innovative financial services, including cash flow management, online banking, investment management, lockbox services and financing options, provide maximum benefit for our customers.

### **Commitment**

The Government Division has unparalleled government expertise, customer service orientation, customized pricing, rates and product line. The Government Division embraces one of Central Bank's 14 legendary service standards of — Know No Boundaries. Great pride is taken in finding and developing solutions and products to meet government and association needs.

### **Experience**

The Government Division personnel are seasoned project management professionals who have over 55 years combined experience in meeting the needs of government and association customers. All of the officers have direct experience in customer service, government and banking, along with community involvement experience.

*The Government Division  
embraces one of Central Bank's  
14 Legendary Service Standards -  
Know No Boundaries.*

### **Flexibility**

Central Bank starts by listening to the customer's needs. If existing products or services do not meet government or association requirements, the Government Division works collaboratively with other bank departments and our own technology company, Central Technology Services, to find a solution. You will find that one of our greatest assets is our flexibility.

## MyCentralPay

Our established and recognized bank and our experienced and sufficient personnel are combined with a superior, one-stop solution for purchasing and virtual cards, MyCentralPay. MyCentralPay.com is our state-of-the-art, secure, online platform. The technology behind MyCentralPay streamlines and consolidates system security (users only need one user ID and password) and system interfaces. MyCentralPay gives county card administrators complete control over the program to adjust cardholder accounts real-time and obtain reporting that provides immediate feedback for auditing control and management decisions. Cardholders enjoy a consistent and user-friendly experience with 24/7 customer support.

- **Reduced Costs:** Every check payment processed using a purchasing card or virtual cards can save the county significant money. According to Bill.com, the actual costs of issuing paper checks is nearly \$10 per check. If virtual cards can replace 10,000 checks annually, the county would save nearly \$100,000 per year.
- **Improved Efficiencies:** Automation is a key feature to purchasing and virtual cards. Every aspect (individual card controls, integration directly to and from account payable platforms, single use accounts, exact match authorization, etc.) is built to streamline processes, reduce errors and rework and create a better end result.
- **Security:** Cards can be cancelled immediately when fraud is suspected and disputed charges can be easily managed. Dedicated fraud professionals are constantly monitoring fraud trends and alerting customers when necessary. Using virtual card features like single use accounts and exact match authorizations significantly reduces the chances for fraud, lost checks, and duplicate payments. Virtual cards also provides real-time audit capabilities to provide immediate feedback to prevent employee/supplier misuse of the county's money.
- **Improved Supplier Relations:** Suppliers participating in the acceptance of virtual cards gain many of the same benefits as the buyer and often times gains preferred status with the supplier.
- **Management Reporting:** With all card spend consolidated into one platform, the county will have real-time management of spend and auditing of employee behavior, long-term views into payment history and improved management of accounts payable strategies.

### **D. Provide applicable certificates/licenses as deemed necessary by local, state and federal laws.**

We are unsure as to what certificates and licenses are being requested, but will gladly provide any requested information as requested.

- E. Provide resumes of key staff working on this project. Resumes shall include background qualifications, past work experience on large projects and similar work, and a summary of the anticipated role of each on this project.

**Al Stonum**

**Senior Vice President, BankCard Director**

Mr. Stonum has over 35 years of financial services experience. During this time he has served in a number of capacities ranging from branch manager to marketing and advertising manager to bankcard and consumer lending product management. He was hired by Central Bancompany in August of 2005 to lead Bankcard Services to future growth and expansion.

Mr. Stonum's understanding of consumer's needs and desires related to everyday retail transactional banking is unsurpassed in the industry. He has been responsible for the marketing and management of two of the first and most successful free checking programs in Missouri, between 1988 and 2000. During his career, he has been an astute student of the changes and evolution in the payment systems industry, which includes check, ACH, credit card and debit card payments. He has an extensive background in consumer banking services research and marketing; including mass media, direct marketing, telemarketing and Internet marketing. He has created, produced and managed countless marketing campaigns for savings and CD deposits, free checking, debit cards, consumer loans, home equity loan and credit cards. In his current position, he is responsible for the development and management of the future vision, growth and profitability of Central's BankCard Center, this includes the following areas; debit cards, credit cards, merchant services, and stored value/payroll cards.

Mr. Stonum conducted his undergraduate work, in Economics and Pre-Law, at Southwest Missouri State University, Springfield, Missouri. He has also completed courses in Business Management and Ethics at Fontbonne College, St. Louis, Missouri. In addition, he has completed American Institute of Banking courses and has continued his education with courses and seminars in management, marketing and database management.

**Crystal Wagner, CPCP**

**Vice President, Commercial Payments Product Manager, BankCard**

Crystal has government experience. She worked in the Taxation Division of the Missouri Department of Revenue handling the audit of all fuel imported into the State of Missouri. She was the district manager for Maries County Soil and Water Conservation District where she worked hand in hand with the Missouri Department of Natural Resources. Crystal performed accounting and payroll for the district, provided education to landowners and environmental education to grade school and high school students.

She has attended various courses related to merchant services and credit card products provided by MasterCard, Visa and First Data Resources as well as the American Bankers Association School of Bank Card management. She has attend numerous training sessions on the Customer Information Program (CIP), Cardholder Information Security Program (CISP) and Bank Secrecy Act (BSA). She has also attended numerous National Association of Purchasing Card Professionals (NAPCP) conferences and recently received her certification as a Certified Payment Card Professional.

She coordinates and supervises customer service support for Central Bank merchant and commercial payment customers to ensure legendary levels of service. She participates in risk management, underwriting and profitability of the merchant services and commercial payment portfolios.

**Laura Nally****Vice President, Commercial Banking Officer****Central Bank of the Midwest**

Laura has over 17 years of experience in the banking industry participating in various roles such as retail banking, consumer and commercial lending, financial analysis and investment planning. For the past 10 years, she has worked at Central Bank of the Midwest managing the Cash Management department and participating in business development.

Laura received a Bachelor of Science degree in Business Management from Northwest Missouri State University in 2002. She continued her education and graduated with her Masters in Business Administration in 2003 from Northwest Missouri State University. In 2006 she attained a life and health producer license from the State of Missouri.

Laura currently develops new business including overseeing the responses to requests for proposals. In addition to business development, she manages the day-to-day operations for business products and services and acts as a liaison between Central Bank of the Midwest and their holding company, Central Banccompany, to ensure that all customers are provided with legendary service.

**Audrie Hubble****BankCard Relationship Manager**

Ms. Hubble has over 8 years of BankCard experience. She has experience in relationship management, merchant services and card management. She will serve as the daily contact for this contract as well as serve as part of the implementation and training team. Ms. Hubble is a subscriber of the National Association of Purchasing Card Professionals.

**Taylor Martinez****BankCard Relationship Manager**

Ms. Martinez has two years of BankCard experience. She has experience in relationship management, merchant services and card management. She will serve as the daily contact for this contract as well as serve as part of the implementation and training team. Ms. Martinez is a subscriber of the National Association of Purchasing Card Professionals.

**Brittnie Smith****BankCard Relationship Manager**

Ms. Smith has over one year of experience with Central Bank. She has experience in relationship and cash management. She will serve as the daily contact for this contract as well as serve as part of the implementation and training team. Ms. Smith is a subscriber of the National Association of Purchasing Card Professionals.

- F. Acknowledge and address in sequential order and in detail the plan/verification of ability to meet scope of services, qualifications, conditions and stipulations as outlined in this proposal document.**

Crystal Wagner, Vice President of Commercial Payments, and Audrie Hubble, Commercial Payments Manager, will be responsible for each component of the training for card coordinators, employees and merchants. Crystal and Audrie will develop a training plan with the county to determine how often training needs to take place with a greater emphasis on training during implementation and regularly scheduled training throughout the year. We believe the training plan will need to include all of the following components:

- Extensive training and collaboration with county procurement card administrators to determine best training practices, training opportunities and training schedules
- Training at county procurement card meetings
- Regular webinars
- Hands-on individual training sessions and webinars at agencies or universities, as needed
- Handouts, brochures, fliers and other collateral card administrators can use to take back to their departments for dissemination

Training sessions will be in-person and/or via webinar and include hands-on demos of the MyCentralPay system to review common scenarios and how to perform them within the system. The implementation schedules paired with their corresponding implementation timeline provided in Question N demonstrate our experience and detail in managing these projects and training for our customers prior to launch.

- G. Provide at least three (3) references verifying exemplary service. These references MUST have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided, and a brief description of products/services provided.**

**City of Jefferson**

Shiela Pearre - Chief Accountant

320 East McCarty

Jefferson City, MO 65101

spearre@jeffcitymo.org

573-634-6459

Length of Service- Multicard customer since March 2015

- Automated accounts payable, virtual cards, and purchasing card services.

**Blue Springs School District**

Tonia Bomar-Purchasing Supervisor/Office Manager

1801 NW Vesper St.

Blue Springs, MO 64015

tbomar@bssd.net

816-874-3206

Length of Service- Automated Accounts Payable customer since March 2014

- Automated accounts payable

**Unified School District**

Jana Boit-Accounts Payable Clerk

231 East Madison St.

Gardner, KS 66030

Boitj@usd231.com

913-856-2045

Length of Service- MyCentralPay customer since April 2016

- Automated accounts payable, virtual cards, and purchasing card services.

**Cole County**

Debbie Malzner-Finance Officer

301 East High St.

Jefferson City, 65101

dmalzner@colecouny.org

573-634-9120

Length of service- Multicard customer since July 2017

- Virtual cards and purchasing card services.

**St. Louis County**

Therese Parker-Accountant

41 South Central

Clayton, MO 63105

mparker@stlouisco.com

314-615-7069

Length of Service- MyCentralPay customer December 2015

- Automated accounts payable, virtual cards, and purchasing card services.

**H. Provide audited financial statements for the past two (2) years.**

The Central Bancompany 2016 Annual Report, including audited financial statements for 2015 and 2016, is attached.

**I. Provide two (2) of the most recent Uniform Bank Performance Reports (UBPR) (Banking services only).**

We are only submitting a proposal for Purchasing Card services, however we can provide this information upon request.

**J. Provide and have an acceptable Community Reinvestment Act (CRA) rating report (Banking services only).**

We are only submitting a proposal for Purchasing Card services, however we can provide this information upon request.

**K. Provide a description of how the County would rank relative to other customers of the bank in relationship to size and complexity of services.**

Central Bank provides purchasing card services to customers in a four-state region, including some of the largest counties and school districts by population. Based on Sedgwick County's current spend, the

county would be a larger volume customer. We would be very excited to add this new relationship and can provide a high level of service to meet and exceed the county's expectations.

- L. Provide external credit evaluation reports (Moody's, Fitch, S&P, etc.). Also, responding banks must provide pertinent information regarding financial strength and stability expected during the term of the proposed banking services contract.

For the ninth year in a row, the prestigious business publication, *Forbes Magazine*, has recognized Central Bancompany as one of America's Best Banks in its annual review of the nation's 100 largest financial institutions. In 2017, Central Bancompany was ranked 17<sup>th</sup>, the highest of any bank based in Missouri or Kansas.



To rank the nation's banks, *Forbes* used data collected by SNL Financial. The Charlottesville, Va., company gauges each bank based on eight criteria: return on average equity; net interest margin; non-performing loans; non-performing assets; reserves; a leverage ratio and two capital ratios.

The following national table illustrates Central Bancompany's significant size and ranking in the many ranking categories printed in the *American Banker*<sup>®</sup> daily publication or available with an online subscription at [www.americanbanker.com](http://www.americanbanker.com).

US Commercial Banks and Thrifts	
Category	Our Rank
Bank Holding Companies ranked by Commercial Real Estate Loans	90
Bank Holding Companies with the Largest Small-Business Loan Balances	54
Bank Holding Companies with the Most Employees	73
Bank Holding Companies with the Largest US Business Loan Portfolios	97
Banks & Thrifts with the Most Assets	102
Banks & Thrifts with the Most Deposits	96
Banks & Thrifts with the Largest C&I Loan Portfolios	114
Banks & Thrifts with the Largest Portfolios of First Mortgages	132
Banks & Thrifts with the Largest Securities Portfolios	71
Bank Holding Companies with the Largest Credit Card Portfolios	49

Central Bank of the Midwest has been given a rating of "Five Stars" by Bauer Financial and "Four Stars" by Bankrate.com.

**M. Supply a map of institution's main office and branch offices in the County with addresses and phone numbers. (Banking services only).**

We are only submitting a proposal for Purchasing Card services, however we can provide this information upon request.

**N. Provide a project plan and timeline for implementation and transition.**

Our first step is to meet with the agency to learn about their current program. During these discussions, we will develop a mutually agreed upon transition plan that combines familiar processes with improvements and efficiencies identified by both parties.

Central Bank's BankCard Services team handles implementation along with our technology provider, AOC Solutions. Shown below is a standard implementation plan for a new client utilize the full suite of commercial payments products.

**Central Bank Distributed Card Task List**

Phase	Task	Project	Start Date	Completion Date	Status	Owner	Supported By	Comments
<b>Pre-Kick Off Call</b>								
1	Review any client specific exceptions/circumstances	Implementation Task				Central Bank	Implementation Manager	
2	Review Implementation Questionnaire (if Completed by Client)	Implementation Task				Central Bank	Implementation Manager	
<b>Kick Off Call</b>								
3	MyCentralPay implementation presentation	Implementation Task				Implementation Manager		
4	Project Plan Overview	Implementation Task				Implementation Manager		
5	Identify file export/report requirements to support reconciliation	Implementation Task				Implementation Manager		
6	Review hierarchy and discuss use of workflow, if applicable	Implementation Task				Implementation Manager	Client	
7	Request organizational hierarchy information, if applicable	Implementation Task				Implementation Manager	Client	
8	Discuss use of GL account info (Financial Codes)	Implementation Task				Implementation Manager		
9	High-level organizational hierarchy/reporting discussion	Implementation Task				Implementation Manager		
10	Review site security settings, preferences & access	Implementation Task				Implementation Manager		
11	Identify any necessary program management reports	Implementation Task				Implementation Manager		
12	Identify cardholder/trainer(s) for organization	Implementation Task				Implementation Manager		
13	Obtain availability for demo of MyCentralPay application, if necessary	Implementation Task				Implementation Manager		
14	Provide MyCentralPay upload templates, if applicable	Implementation Task				Implementation Manager		
15	Provide custom MCC groups	Implementation Task				Central Bank		
16	Create custom MCC groups in credit card system, if applicable	Implementation Task				Central Bank		
<b>Meeting</b>								
17	Confirm receipt of cards	Implementation Task				Implementation Manager		
18	Provide organizational hierarchy	Implementation Task				Client	Implementation Manager	
19	Create hierarchy in credit card system	Implementation Task				Implementation Manager		
20	Create Workflow in MyCentralPay, if applicable	Implementation Task				Implementation Manager		
21	Discuss Users and request User information	Implementation Task				Implementation Manager		
22	Load GL/Financial Code information into MyCentralPay	Implementation Task				Implementation Manager		
23	Perform PDI training	Implementation Task				Implementation Manager		
24	Provide User Guides	Implementation Task				Implementation Manager		
25	Provide support contact information	Implementation Task				Implementation Manager		

Sedgwick County will be assigned a dedicated account manager and an implementation manager to manage the entire implementation process. Central Bank's implementation includes all the technical assistance, training, documentation and on-site visits the county will need to ensure a successful implementation. Central Bank has a tried and true implementation process that has been optimized over the past 10 years by AOC Solutions. The MultiCard purchasing card enrollment process can be completed within 2 to 3 weeks from start to finish.

**O. Provide the hours, location and staffing of customer service.**

Most of our BankCard employees are located in Jefferson City, Missouri, with additional local service staff in Overland Park and Lawrence, Kansas. Sedgwick County will be assigned a dedicated account manager who can be accessed by email or phone during regular business hours (8:00 a.m. to 5:00 p.m.) and a 24/7 customer service line for after hour questions, your concerns will always be addressed in a timely manner.



A dedicated account manager is assigned to provide support to Sedgwick County. Each account manager has a backup account manager to support the County when the primary account manager is absent. The customer service team has been servicing credit cards and other financial products since 1992. The team is highly experienced, **with an average of 15 years of card services experience**. The team is responsible for handling all customer and program administrator inbound and outbound communication, including calls and emails, account maintenance, case research and resolution, fraud monitoring, dispute and chargeback processing, and daily settlement. The team has detailed and documented processes and procedures for handling card servicing; these procedures undergo three separate reviews prior to approval and finalization, including leadership and audit/compliance reviews. Examples of procedures include:

- Cardholder and Program Administrator Authentication
- Balance Inquiries
- Authorization Inquiries
- Available Balance Inquiries
- Lost & Stolen Processing
- Fraud Processing.

Problem resolution is primarily handled by the call center agents. In the event, the call center agent is not able to resolve the request, the agent will follow the steps listed in the escalated call procedure.

The call center agents utilize the Microsoft Dynamics (MSD) case tracking system. A case is opened for each inquiry that requires additional research. The representative will provide the requestor with the expected resolution time. Case reports are reviewed daily by the call center supervisors to ensure inquiries are addressed timely. 95% of research cases will be resolved within three (3) Business Days; 99.5% of research cases will be resolved within seven (7) Business Days

Our customer service agents are trained and have access to all the operational processes and procedure to perform all allowable account maintenance. Our customer service agents are available 24 hours a day, seven days a week to support requests from the County. A toll-free phone number and a dedicated customer service email address will be created for exclusive use to the County.

**P. Provide a bank reference statement and/or copy of the most recent, audited, annual financial statement.**

The Central Bancompany 2016 Annual Report, including audited financial statements for 2015 and 2016, is attached.

**Q. Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.**

We currently have no business relationships with Sedgwick County, its officers, agents or employees.

**R. Discuss any current local, state or federal (i.e. HCFA / HIPAA) violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).**

Central Bank is not involved in any litigation or regulatory actions at this time. There have been no significant regulatory actions taken or currently pending against our banking institution.

- S. List any active or pending fines, penalties or sanctions against the insurance agent, insurance agency, and/or the insurance company from any State Insurance Department during the previous three (3) years.**

Central Bank is not aware of any litigation, fines, penalties or regulatory actions against us or our insurers.

- T. Provide a statement discussing any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.**

Central Bank is not involved in any litigation or regulatory actions at this time. There have been no significant regulatory actions taken or currently pending against our banking institution.

- U. Identify any other expectations of the County not addressed in the request for proposal document.**

Central Bank does not have any additional expectations at this time.

- V. Provide any additional information relevant to expertise of the requested services that may assist the County in evaluating the proposal response.**

Central Bank's Commercial Payments uses the MasterCard payment network. MasterCard's worldwide acceptance is second to none. As a MasterCard issuer, our cards can be accepted at any location that accepts MasterCard. To date there are **46,860,706** locations worldwide, **13,900,345** locations in the U.S. and **58,394** locations in Kansas that will accept a MasterCard.

Additional information about MasterCard and their Midwest operations are provided:

#### **MasterCard**

MasterCard is a technology and security leader in card payments. The MasterCard Multi-Card, which will be used in the county's program, can be configured a number of ways. MasterCard cards are accepted at nearly 47 million merchant locations worldwide.

MasterCard is a global organization with a presence in more than 50 countries, and has maintained a significant presence in the Midwest region for more than 40 years. For instance, the MasterCard Operations and Technology Center, located in O'Fallon, Missouri since 2001, has over 2,500 employees and represents a significant long-term commitment by MasterCard to both the economy and overall well-being of the region.

MasterCard's Kansas City site is the second largest processing site for MasterCard in the world. Located in the former TWA operations center near MCI airport, the Kansas City data center has expanded by 50 percent to ensure redundancy across sites for major products, services and infrastructure. MasterCard is a force for good in our community and has received recognition for its continued support of Junior Achievement, United Way and Harvesters in the Kansas City area. They also have a Kansas City chapter for WTN/WIT (Women Technology Network and Women in Technology) and support STEM (Science, Technology, Engineering, Mathematics) by volunteering at local schools or events.

Today, as a leading global payments company, MasterCard provides a variety of services in support of the credit, debit and related payment programs of approximately 22,000 financial institutions, including Central Bank, as well as other clients including federal, state and municipal governments. In fact, entities

at all levels of U.S. government benefit from MasterCard's payment solutions, processing and other value added services.

An additional product that is available on our MyCentralPay Commercial Payments platform is our Accounts Payable Solution:

### **Accounts Payable Solution**

Generate income by automating your accounts payable system and replacing checks with electronic payments – all at no cost!

The Central Bank Commercial Payments AP Solution is a web-based card management and reporting system that offers Central Bank customers a better way to integrate electronic payments into its accounts payable system. This state-of-the-art payable processing system allows customers to pay invoices more efficiently, have better control of cash flow and provide vendors with reporting that enhances the posting process.

#### **Benefits**

- More automated and streamlined accounts payable process.
- Reduced costs due to fewer checks and more electronic payments.
- Better control of cash flow.
- No change in day-to-day accounts payable operations.
- Potential Revenue Share.

#### **Features**

- Automated electronic payments to vendors.
- Exceptional on-demand reporting.
- State-of-the-art payable processing center.
- No-hassle vendor enrollment.

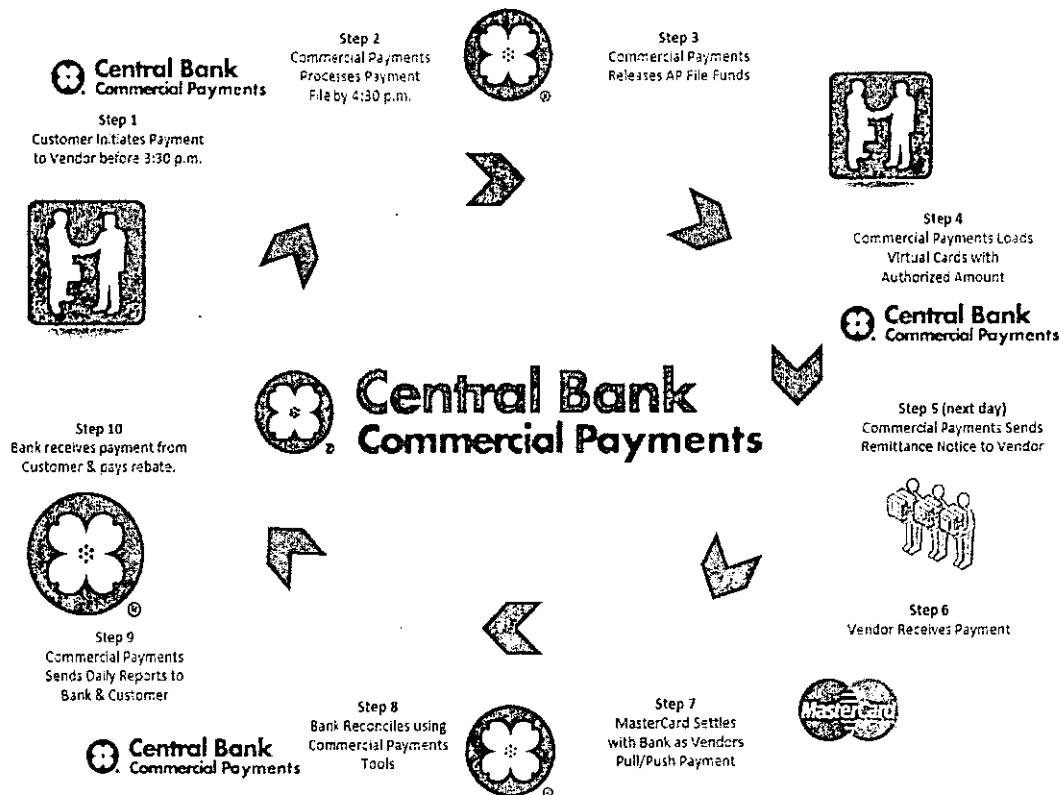
#### **Revenue Share**

The Commercial Payments AP Solution automates electronic payments to vendors using the MasterCard® rails. To do this the vendors pay interchange for the convenience of accepting credit cards as well as the convenience of receiving their funds faster. Central Bank then earns interchange for the cost of managing the card program and fraud exposure. Due to the reduced expenses of this program, Central Bank will share a portion of its income back to the customer, turning accounts payable into a profit center. The revenue share will be credited to the specified account on a monthly basis with an email of the revenue share detail.

#### **Requirements**

- Capability to mark vendors with an alternative payment method.
- Accounts payable file export.

## How does it work?



### Complimentary Analysis

Central Bank customers can provide a “vendor list” to Central Bank to be analyzed. This list would need to include the following:

- Vendor ID # (If this is unavailable; a sequential number can be assigned).
- Vendor Name.
- Vendor Address.
- Annual Dollar Amount Spent with Vendor.

From this information, Central Bank’s Commercial Payments team will run a complimentary analysis which will match the vendors from the “vendor list” to a database of over 400,000 vendors already enrolled. Once this match process has been completed Central Bank will provide an analysis of total “cardable” accounts payable spend to earn revenue share. This will then give an idea of the amount of income that the customer’s accounts payables can earn from participating in this program.

### On-Going Customer Support

Central Bank’s Commercial Payments team is responsible for implementation as well as on-going customer support. They will be available for all customer service questions as well as continuous vendor enrollment. This will include enrolling new vendors as well as periodic follow-up.

### W. Provide a completed Proposal Response Form.

The Proposal Response form is provided within this proposal.

## Scope of Work

### B. Purchase Cards Program

Sedgwick County currently has approximately 468 purchasing cards. In 2016, Sedgwick County spent \$2 million using purchasing cards. Purchasing cards are utilized for travel and routine, smaller purchases.

#### Multicard

The MasterCard Corporate Multi Card® is the only integrated solution designed to handle all of your organization's purchasing, travel, and fleet needs. Best of all, it is a MasterCard, serviced by the MasterCard Operations Center!

#### Enhance Your Control and Payment Flexibility

- Use one card for all purchasing, Travel and Entertainment, and fleet spending.
- Set variable spending controls on purchase amount, number of transactions, types of suppliers, and other criteria for any spending category, in any combination.
- Change purchasing authorization and spending criteria quickly and easily across the entire platform.

#### Consolidate All Your Spending Data

- Better manage information with one central data repository.
- Integrate MasterCard data into your existing accounting and ERP systems.
- Customize reporting for better spending and planning practices.
- Utilize powerful information management products such as MasterCard Smart Data OnLine™ and other proprietary software.

#### Enjoy Unsurpassed Global Acceptance

- Accepted at millions of locations worldwide.
- Access to cash at over 900,000 bank and ATM locations worldwide.
- Employees can easily pay for hotels, airfare, train fare, car rental, dining, entertainment, and more, anywhere in the world, all on one card.

#### Insure and Protect Your Business

The MasterCard Corporate Multi Card helps you to insure and protect your business, and maintains the highest level of customer service. These benefits include:

- MasterRental® Insurance Coverage. Provides full-value primary loss coverage (up to \$50,000) and secondary personal effects coverage for rental vehicles for up to 31 consecutive days.
- Purchase Assurance. Covers items stolen or damaged within 90 days of the original purchase.
- Extended Warranty. Doubles the warranty time period while duplicating the manufacturer or store brand warranty.
- Master RoadAssist® Roadside Service. 24-hour emergency roadside assistance available through MasterCard and the American Automobile Association (AAA).
- Travel Services Medical Protection®. Medical expense coverage up to a maximum benefit of \$2,500 per person, per trip, for costs relating to hospital admission or emergency care.
- MasterTrip® Travel Assistance. Emergency cash, replacement of lost tickets and documents, and lost luggage assistance. Also provides information on required travel documents, immunization, and currency rates.

- MasterLegal® Referral Service. Provides legal referral and bail bond assistance while cardholders are abroad.

#### **Other Benefits**

- MasterCard Liability Protection Program. Protects financial institutions and companies from employee misuse of card privileges.
- MasterCard® VAT (Value Added Tax) Reclaim Service. The VAT Reclaim Service from MasterCard provides companies doing business in Europe with an easy and efficient way to reclaim their VAT.
- MasterCard Global Service®. Offers access to toll-free assistance, in over 140 languages, 24 hours a day, 365 days a year. This toll-free number provides emergency card replacement within one business day in the United States and within two business days outside of the United States. Cardholders may also have the option of other benefits such as lost/stolen card reporting, emergency cash advances, and MasterCard®, Maestro®, and Cirrus® cash machine locators.
- Revenue Share. Earn revenue share in the form of cash rebate deposited into your account monthly for county expenses. This rebate can be combined with the Accounts Payable rebate for a total rebate deposited monthly.

#### **1. New, Changes and Termination of Cards**

**The contractor shall not issue any cards, make changes or terminate a card without the written approval of the County's designated contact.**

Central Bank of the Midwest has read and understands this requirement. Card issuance and management can be monitored and managed through the MyCentralPay online portal.

#### **2. Liability**

**The county will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen.**

Central Bank of the Midwest has read and understands this requirement.

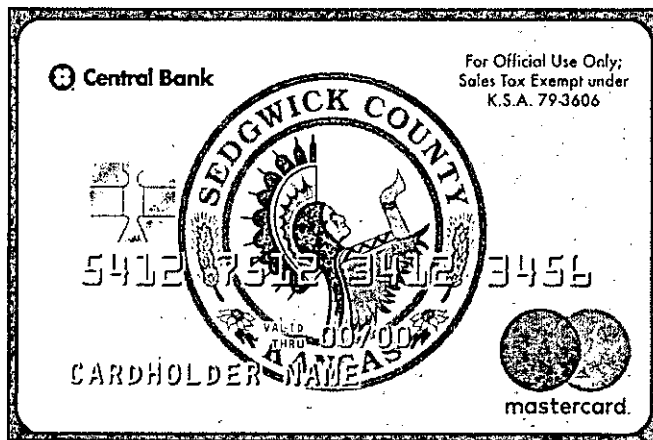
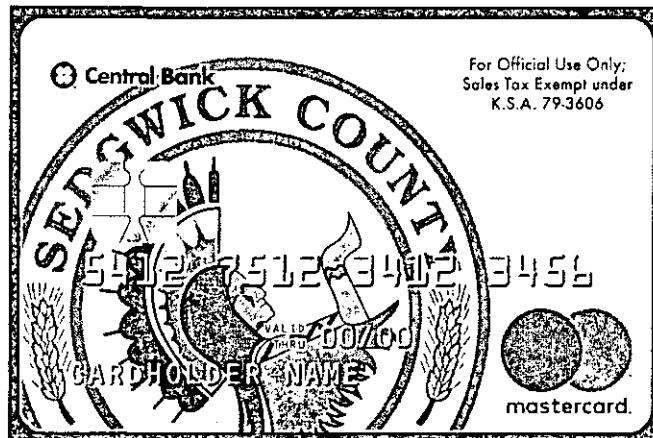
#### **3. Card Format**

**All Sedgwick County cards must have the following card format:**

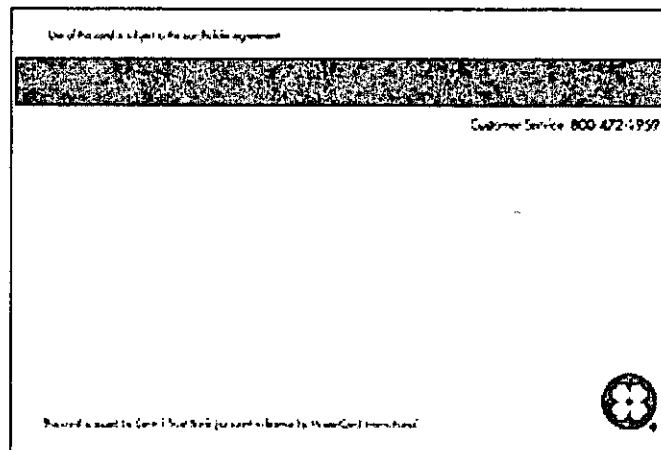
- i. **The phrase "For Official Use Only; Sales Tax Exempt under K.S.A. 79-3606."**
- ii. **The County's logo, which will be provided by the County.**
- iii. **A toll-free customer service number shall be printed on the back of the card.**
- iv. **There shall be no reference to ATMs on the card.**

Central Bank of the Midwest understands this requirement and can comply with this request. One thing that sets Central Bank apart is our ability and willingness to customize purchasing card designs. Cards are able to be customized in several different ways. We have the ability to add the county's name and logo on the card and we can also customize our card by adding the Tax Exempt Number on the card if preferred. In addition, required language such as "For Official Use Only; Sales Tax Exempt under K.S.A. 79-3606" may be added to the card face. These additional features reduce card-use error by employees

and also improves ease of use. Shown are some examples of what Sedgwick County's card could look like:



Card Back



#### 4. Card Controls and Restrictions

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

- i. **Single transaction dollar limits - established per individual card, not to exceed the County's established individual cardholder maximum dollar limit.**

Central Bank can provide these controls. The county can control dollar limits by time (day and cycle) and per purchase with our single purchase limit. The county can also control individual spending by Merchant Type and Merchant Location.

- ii. **Velocity limitation - number of card authorizations per designated period. For example, a specified number of transactions per day or twenty-four (24) hour period.**

Central Bank can provide this control. The county can control the number of transactions an individual can make within any time frame or cycle.

- iii. **Maximum dollar limitation per card - established per individual card.**

Central Bank can provide this control. The county can control dollar limits by a time period as well as per purchase.

- iv. **Vendor and commodity blocking - restrictions on the types of vendors authorized to accept the card and the types of commodities that may be purchased.**

Central Bank can provide this control. The county can allow for restrictions (inclusion or exclusion) by MCC codes or MCC code groups. The county also may restrict or limit spend by Merchant Type and Merchant Location.

- v. **Cash advances - complete prohibition of cash advances.**

Central Bank can provide these controls. The county may block cash advances for all cardholders or allow them for specific circumstances. All strategies of the current system can be replicated in our system to limit purchases for travel expenses only. Additionally, if a cardholder is travelling internationally, a card coordinator could temporarily allow international transactions for that particular cardholder.

- vi. **Additional controls - please describe any other additional controls that may be available.**

Central Bank's Commercial Payments has numerous points of control and procedures to monitor, identify and respond to potential fraud or excessive purchase activity. These points of control include restrictions and limitations, fraud monitoring and reporting.

#### **Cardholder Restrictions**

##### **Spending Limits by Time**

- The county can control how much a cardholder can spend each day or each cycle. The county can also control the number of transactions an individual can initiate each day or cycle.

##### **Single Purchase Limit**

- The county can control the maximum an individual can spend in a single transaction.



### Temporary Spending Limits

- The county can assign a temporary credit limit that overrides the individual's permanent credit limit. The temporary limit is established with a start and end date. When the start date is reached, the temporary credit limit is evoked. When the end date is reached, the individual's credit limit reverts back to their permanent credit limit.

Cardholder restrictions can be accessed in [www.MyCentralPay.com](http://www.MyCentralPay.com) under Account Management in the Card Management tab.

Velocity Limits		
Currency:	USD - US dollar	
Credit Limit:	<input type="text" value="0.00"/>	
Single Purchase Limit:	<input type="text"/>	
Interval	Amount	Transaction Count
Daily	<input type="text"/>	<input type="text"/>
Cycle	<input type="text"/>	

### Department Level Restrictions

All the cardholder controls can be established at various hierarchical levels including county, agency, division, etc. Custom roles can be assigned to the various hierarchical levels. The custom roles limit the access of individual cardholders and establish specific controls for the individual cardholder assigned to the role.

### Merchant Category Code/Standard Industry Classification (MCC/SIC) Restrictions

MyCentralPay allows for restriction (inclusion or exclusion) by MCC codes or MCC code groups. These restrictions can be changed by the county's program administrator and take effect the next business day. MCC code restrictions are setup during the implementation process.

### Merchant Type and Location Restrictions and Limitations

Central Bank's Commercial Payments can restrict or limit spend by Merchant Type and Merchant Location.

### Cash advance restrictions

- MyCentralPay can block cash advances for all cardholders or allow them for specific circumstances.

### Dollar limits

- The established (permanent) credit limit is your first line of defense for controlling spending. That said, MyCentralPay.com has the ability to control dollar limits by time (daily & cycle) and per purchase with our single purchase limit. The county can also control individual spending by Merchant Type and Merchant Location.

### **Bank Restrictions**

- Central Bank adheres to all governmental and banking regulations (OFAC, Reg E, etc.) which may restrict usage of the county's program. Central Bank does not allow the following MCC codes to participate in the program (7273 – Escort Services, 7297 – Massage Parlors and 7995 – Online Wagers). Central Bank may also implement fraud strategies that restrict usage at locations that have been identified as high fraud risk.

### **Audit Controls**

The county may access various audit control reports within MyCentralPay to audit any maintenance performed within the system. The audit reports include, but are not limited to:

- **Account Settings History Report:** Lists changes to account settings configuration
- **MCC Group Profiles Assigned to Cards:** Basic card information with the MCC group profiles assigned to the card
- **MCC Summary with Transactions:** Total transaction amounts summarized by the MCC assigned to each transaction
- **Notification Report:** Lists notifications sent to subscribers
- **Statement Notification Emails:** Basic information about the emails assigned for statement notifications
- **User Activity:** Review actions taken by users on MyCentralPay

MyCentralPay includes a robust data analytics/audit tool for use by the county's card administrators to monitor purchases. MyCentralPay provides the same analytical, reporting and auditing tools as some competing products except that our reporting is in the same one-stop solution that manages your cards. Any rules that you have in place today can be put in place through MyCentralPay, including, but not limited to, weekend purchases, cash withdrawals, restaurant or hotel charges over a certain amount, premium class airfare, activity in closed/suspended accounts and last minute travel.

The county can add endless custom rules within this system. Each transaction is compared against these rules to identify potential non-compliance with travel policies. The reports run automatically and notify card coordinators when they occur. Comments can be added to each questionable transaction and/or cardholder for documentation and tracking purposes.

### **5. Questioned/Disputed Items and Charge-backs**

**The contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Please describe the process for disputed and chargeback items.**

Central Bank will work to resolve any difference between charges in the county's accounting system with MasterCard in a timely manner. The county can dispute any transactions without incurring fees. Disputing a transaction is very easy and can be initiated online through MyCentralPay or by contacting the dedicated account manager at the provided toll-free number.

When a cardholder or card coordinator disputes a transaction:

- A dispute investigation form(s) is distributed by email to the card coordinator.
- The card coordinator or cardholder completes and returns the dispute investigation form to the Central Bank customer service center.

- The customer service center reviews the form for content and reasoning for the dispute. At times, we may contact the card coordinator for additional information or documentation to support the dispute.
- Once all the necessary information is obtained, a chargeback is processed by the customer service center. The chargeback to the merchant is offset with a provisional credit to the cardholder while the transaction is in dispute. The transaction is not removed from the invoice while in dispute but is placed in a disputed status on MyCentralPay.
- The merchant has 45 days to respond to the billing dispute. If the merchant represents information, it is provided to the card coordinator. If the information provided resolves the dispute, no further action is taken with the merchant and the provisional credit is reversed.
- If the information provided does not resolve the case, we will process a second chargeback to the merchant. The merchant again has 45 days to respond. If not resolved after a second chargeback, we will decide whether or not to go to arbitration.

The screen shot below shows how card coordinators can manage and monitor disputes within MyCentralPay under the Transaction Management tab.

The screenshot displays the Central Bank Commercial Payments web application. The top navigation bar includes links for ACTION, SECURITY MANAGER, PAYABLES, REPORT BUILDER, CARD FILES, and HELP. The main content area is divided into several sections:

- Header:** Central Bank Commercial Payments logo and user information (Name: [redacted], Location: [redacted], Contact Us).
- Test Language:** A dropdown menu showing "English" and "Spanish".
- Quick Links:** A list of links including Transaction Management, Manage Disputes, Fiscal Calendar, Transaction Enquiries, Financial Codes, Fiscal Code Mapping, Fiscal Code Problem, Capital Transaction History, and Record Audit.
- My Links:** A section titled "Your most frequently used links will appear about an hour after you've used this application for the first time." with a list of links: Introduction, About Us, Reports, Manage and Review, Transaction Report, Account Report, and Generate Report/Transaction.
- Announcements:** A section titled "There are currently no new announcements."

At the bottom of the page, there is a copyright notice: "Copyright © 2004-2010. Powered by eCompass, an ADO Solutions, Inc. proprietary web product. All Rights Reserved." and a link to "Terms and Conditions".

## 6. Statements

**Statements should be mailed directly to the cardholder for processing. It is also desirable for all cardholders to have online access to statements and activity. Alternative methods of transmitting statements for payment are highly desirable and will be considered.**

Central Bank's Commercial Payments has the flexibility to offer a wide range of payment terms and statement options. Central Bank is open to discuss payment terms with the Sedgwick County as part of the selection process. Be assured that Central Bank's Commercial Payments solution allows for a selected regular billing date. Optional statement cycles include weekly, semi-monthly and monthly. The County may choose the number of business days from statement cycle to pay as long as it does not exceed the cycle period.

Electronic statements are made available at the end of each billing cycle on Central Bank's Commercial Payments online portal. The County can also elect to have statements emailed to individual cardholders. Historical statements are available on the Commercial Payments online portal for 18 months. Statements older than 18 months can be accessed through a request to your dedicated account manager.

The expense management module is built right into the functionality of Central Bank's "MyCentralPay.com" online portal. The County will have the ability to create expense reports (Transaction Envelopes) which allows cardholders to group their transactions for each trip, conference or date range and can include "Out of Pocket" transactions. Expense management includes work flow and supports two levels of approval. Managers can monitor spending behavior and compliance with travel policies, ensure preferred vendors are used and attach copies of receipts to the expense report.

## 7. Reports

**The contractor shall provide reports that show monthly detail by cardholder, by department and by the County as a whole. Reports shall also be capable of showing transactions by vendor.**

Central Bank's Commercial Payments solution has a very robust reporting capability. The reporting capability is built into MyCentralPay and includes a set of standard reports. Generating reports via MyCentralPay is fast and easy. Standard reports can be created with just a few selections within drop down menus.

Our Report Scheduler allows the county to create a report once and then have the report run on a daily, weekly, monthly basis or on a specific date. All reports can be password protected and setup to distribute via email to a specified set of county employees.

Our Report Wizard is available to generate ad hoc reports. The Report Wizard has over 800 data fields that can be used to generate any type of report required by the county. Central Bank will assist the county in building ad hoc reports as part of the implementation plan. The Report Wizard definitions are confidential and proprietary and will be shared with the county upon contract award.

All reports can be viewed online via MyCentralPay, printed for hard copy viewing, distributed via email or sent electronically via SFTP. Commercial Payments also has the flexibility to code to any specified file format to meet the county's needs. These files can be uploaded through MyCentralPay or sent via SFTP. Central Bank has significant experience integrating program data into client systems.



- **MCC Group Profiles Assigned to Cards:** Basic card information with the MCC group profiles assigned to the card
- **MCC Summary with Transactions:** Total transaction amounts summarized by the MCC assigned to each transaction
- **Notification Report:** List subscribers to notifications
- **Statement Notification Emails:** basic information about the emails assigned for statement notifications
- **User Activity:** Review actions taken by users on MyCentralPay

### Ad Hoc Reports

Our Report Wizard is available to generate ad hoc reports. The Report Wizard has over 800 data fields that can be used to generate any type of report required by the county. Central Bank will assist the county in building ad hoc reports when needed. The customized 1099 report is already in place today.


Reports can be schedule to run on a regular basis. Scheduled reports be distributed via email to any individual or groups within your organization. Distribution is determined by the email groups the county creates for a scheduled report.

### Record Retention

Historical information is stored on MyCentralPay for 18 months. Information older than 18 months can be accessed through a request to Central Bank.

### Sample reports

**Accounts:** Shows accounts with credit limit, current balance, and current statement accounts



Central Bank

Commercial Payments

Accounts

Credit Ratings: ACTIVE, Nodes: Company Name Here;

User ID

User Name Here


Company Name Here

Printed

5/12/2015

Acct #	Last Name	First Name	Type	Credit Limit	Current Balance	Current Statement	Opened	Expires	Status	Hierarchy Node Name
*7298	Name Here	M	I	US\$8,961	US\$0.00	US\$0.00	6/16/2015	6/1/2020	Active	Company Name Here
*3626	Name Here		I	US\$19,244	US\$0.00	US\$0.00	6/16/2015	6/1/2020	Active	Company Name Here

**Expense Log:** Shows transactions with financial code breakdowns by cardholder



## Expense Log

Posting Date between 8/1/2015 and 8/12/2015; Nodes: Company name Here      User ID:      User Name Here  
 Printed:      8/12/2015

**Company Name Here**

SIGNATURES TO THIS DOCUMENT REPRESENT THAT ALL TRANSACTION ARE BUSINESS RELATED AND ARE AUTHORIZED IN ACCORDANCE WITH APPLICABLE POLICY AND PROCEDURES, AND THAT ACCOUNT ASSIGNMENT APPLIED TO EACH TRANSACTION IS VALID FOR THE GOODS OR SERVICES WHICH HAVE BEEN PURCHASED AND RECEIVED.


Manager's Name (PRINT) \_\_\_\_\_

Signature: \_\_\_\_\_ Phone No: \_\_\_\_\_      Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Post Date	Tran Amount	Tran Tax	Cardholder	Account No	Merchant Name	Note
Line #	Line Amount	Description				
General Ledger Code	Cost Center					
08/11/2015	US\$3,754.31	US\$0.00	<b>Merchant Name</b>	*9108	<b>Merchant Name</b>	
1	US\$3,754.31					

Total Transactions: 1      Total Amount: US\$3,754.31

**Transactions:** Shows transactions by cardholder



## Transactions


Posting Date between 8/1/2015 and 8/12/2015; Nodes: Company Name Here      User ID:      User Name Here  
 Printed:      8/12/2015

**Company Name Here**

Billing Currency: USD - US dollar


Post Date	Tran Date	Amount	Merchant Name	Merchant City	ST	MCC	MCC Description	Reference Number	Auth #
<b>Merchant Name</b> *9108									
08/11/2015	08/10/2015	3,754.31	Merchant Name Here	05187951400	NY	5047	Dental/Laboratory/Me	55480775223026155784592	001022
Total Transactions: 1      Total Amount: 3,754.31 USD									
<b>Merchant Name</b> *6059									
08/11/2015	08/11/2015	153.00	Merchant Name Here	631-924-9000	NY	5047	Dental/Laboratory/Me	55432855223000865759418	065423
Total Transactions: 1      Total Amount: 153.00 USD									
<b>Merchant Name</b> *0474									
08/11/2015	08/10/2015	5,812.50	Merchant Name Here	972-4380391	TX	5169	Chemicals Allied	and 85418365222118000132239	071428
Total Transactions: 1      Total Amount: 5,812.50 USD									

Users: Shows basic user information

<div>  <div> <div>User</div> <div> <div>Company Name Here</div> <div> <div>User ID</div> <div>User Name Here</div> </div> </div> </div> </div>									
<div> <div> <div>Printed</div> <div>8/12/2015</div> </div> </div>									
<u>Last Name</u>	<u>First Name Middle</u>	<u>First Name</u>	<u>Email</u>	<u>Role</u>	<u>Uniquid</u>	<u>Cards</u>	<u>Physical Cards</u>	<u>Name on Physical Cards</u>	<u>Status</u>
Last Name	First Name	User Name	Email Address Here	Program Admin					Active
<u>Hierarchy</u>	Company Name Here								
Last Name	First Name	User Name	Email Address Here	Program Admin					Active
<u>Hierarchy</u>	Company Name Here								
Last Name	First Name	User Name	Email Address Here	Program Admin					Active
<u>Hierarchy</u>	Company Name Here								


## Accounts Payable Reports

Accounts Payable Merchants: Basic information about Accounts Payable

<div>  <div> <div>Merchants</div> <div> <div>Selected Nodes; Merchant Create Date between 8/11/2015 and 8/11/2015;</div> <div> <div>User ID:</div> <div>User Name Here</div> </div> </div> </div> </div>									
<div> <div>Company Name Here</div> <div> <div>Printed:</div> <div>8/12/2015</div> </div> </div>									
<u>Merchant Is Active</u>	<u>Create Date</u>	<u>Merchant Code</u>	<u>Merchant Name</u>	<u>Payment Method</u>	<u>Delivery Method</u>	<u>Last Name On Card</u>	<u>Date Opened</u>	<u>Acct #</u>	
									<u>Total Merchants</u> 0



## Accounts Payable Reconciliation: Review merchant logs by transaction posting date



### Merchant Logs

Company Name Here

Billing Currency

USD

Created Date between 8/5/2015 and 8/11/2015; Statuses: Closed, Error, Expired...; Selected Nodes.

User ID: User Name Here

Printed: 8/12/2015

Merchant Log Amount Totals		Transaction Totals		Merchant Log Remaining	
Open Merchant Logs	48,455.96	Matched Transactions	0.00	Open Merchant Logs	48,455.96
Matched Merchant Logs	0.00	Expired Log Transactions	0.00	Matched Merchant Logs	0.00
Expired Merchant Logs	0.00	Reconciled Transactions	82,482.47	Expired Merchant Logs	0.00
	82,482.47	Closed Log Transactions	0.00	Matched Transactions	0.00
Reconciled Merchant Logs		Overdrawn Log Transactions	0.00	Expired Log Transactions	0.00
Closed Merchant Logs	0.00	Unmatched Transactions	0.00	Unmatched Transactions	0.00
Overdrawn Merchant Logs	0.00				
<b>Total</b>	<b>130,938.43</b>	<b>Total</b>	<b>82,482.47</b>	<b>Total</b>	<b>48,455.96</b>

Create Date	Unique Id	Merchant Name	Merchant Code	Merchant Log Amount	Transaction Total	Amount Remaining	Status	Status Date	Customer Code	Created By
8/7/2015	XRQM21	Merchant Name Here	00000470	165.46	0.00	165.46	Open	8/7/2015		File
	H9N9KH									
	2VN466									

Note:

Invoice(s) that make up merchant log

Invoice Number	Description	Pmt Code	Amount	Trans Date	Post Date	Merchant Name	Amount	Billing Currency
91177150			165.46					

Transaction(s) attached to the merchant log

Create Date	Unique Id	Merchant Name	Merchant Code	Merchant Log Amount	Transaction Total	Amount Remaining	Status	Status Date	Customer Code	Created By
8/7/2015	COX361	Merchant Name Here	00100172	33.80	0.00	33.80	Open	8/7/2015		File
	MSJ771									
	2VN436									


Note:

Invoice(s) that make up merchant log

Invoice Number	Description	Pmt Code	Amount	Trans Date	Post Date	Merchant Name	Amount	Billing Currency
116022347			33.80					

Transaction(s) attached to the merchant log

## Accounts Payable Remits Bounce back: Shows Accounts Payable Remits Bounce back



### AP Remits Bounceback Report

Company Name Here

Company ID

Company Address

Created Date between 8/1/2015 and 8/11/2015; Statuses: Closed, Error, Expired...; Selected Nodes.

User ID: User Name Here

Printed: 8/12/2015


Transaction(s) that make up merchant log

Invoice Number	Description	Pmt Code	Amount	Trans Date	Post Date	Merchant Name	Amount	Billing Currency
116022347			33.80					

## Exact Match Audit: Details about applying the card rules for exact match

Exact match rules are proprietary and client-specific. We are happy to share these reports with the county when your rules have been identified.

## Merchant Audit: Details about what has changed for a given merchant over time



**Central Bank**  
Commercial Payments

### Merchants

Selected Nodes; Active Merchants Only Merchant Create Date between 7/1/2015 and 7/31/2015;

User ID: \_\_\_\_\_ User Name Here \_\_\_\_\_


Printed: \_\_\_\_\_ 8/12/2015

Company Name Here \_\_\_\_\_

Merchant Name: \_\_\_\_\_

Modified Date	Modified By	Merchant Code	Currency	Acct #	Fax	Status Reason	Change Payment Id	Gateway Delivery Method	OneCard	MCC	PIN	PIN Fails
---------------	-------------	---------------	----------	--------	-----	---------------	-------------------	-------------------------	---------	-----	-----	-----------

## Merchant Log Audit: Details about what has changed for a given merchant log over time



**Central Bank**  
Commercial Payments

### Merchant Log History Report

Created Date between 8/5/2015 and 8/11/2015; Statuses: Closed, Error, Expired...; Selected Nodes;

User ID: \_\_\_\_\_ User Name Here \_\_\_\_\_


Printed: \_\_\_\_\_ 8/12/2015

Company Name Here \_\_\_\_\_

Merchant Log ID IHR1G1HFQ8492VN44Z

Modified Date	Modified By	Status	Last Op	Merchant Code	Merchant Name	Acct #	Currency	Payment Method	Resend	Exp Reminder Date	Exp Date	Close Note
8/7/2015 9:10:52 AM	AP Processed	File Open	SecureFundsDelayCreated	00100278	Merchant Name	*6059	USD	Pull	False			
8/7/2015 9:11:42 AM	External Funding Process	Open	SecureFundsDelayACHSubmit	00100278	Merchant Name	*6059	USD	Pull	False			
8/7/2015 4:31:21 PM	ACHPayment	Open	SecureFundsDelayACHConfirm	00100278	Merchant Name	*6059	USD	Pull	False			
8/7/2015 5:20:38 PM	Draft5 Generator	File Open	SecureFundsImmediateDraft5Submit	00100278	Merchant Name	*6059	USD	Pull	False			
8/8/2015 2:56:23 AM	Draft5 Confirm	Open	SecureFundsImmediateFunded	00100278	Merchant Name	*6059	USD	Pull	False			
8/8/2015 3:10:48 AM	Draft5 Confirm	Open	CreditLimit Update	00100278	Merchant Name	*6059	USD	Pull	False			
8/8/2015 3:20:17 AM	Draft5 Confirm	Open	CreditLimit Update	00100278	Merchant Name	*6059	USD	Pull	False			
8/8/2015 3:22:04 AM	NotificationDelivery	Open	Notify	00100278	Merchant Name	*6059	USD	Pull	False			
8/8/2015 3:22:04 AM	NotificationDelivery	Open	Notify	00100278	Merchant Name	*6059	USD	Pull	False	8/19/2015	8/22/2015	
8/12/2015 2:56:22 AM	NotificationDelivery	Open	Notify	00100278	Merchant Name	*6059	USD	Pull	False	8/19/2015	8/22/2015	
8/12/2015 2:56:23 AM	AP Auto Reconciled Reconciliation	Reconcile		00100278	Merchant name	*6059	USD	Pull	False	8/19/2015	8/22/2015	

**Merchant Logs:** Shows merchant logs with invoice detail and posted transactions



## Merchant Logs

Company Name Here

Billing Currency USD

Created Date between 8/5/2015 and 8/11/2015; Statuses: Closed, Error, Expired...; Selected Nodes:

User ID: Printed

User Name Here 8/12/2015

Merchant Log Amount Totals		Transaction Totals		Merchant Log Remaining	
Open Merchant Logs	48,455.96	Matched Transactions	0.00	Open Merchant Logs	48,455.96
Matched Merchant Logs	0.00	Expired Log Transactions	0.00	Matched Merchant Logs	0.00
Expired Merchant Logs	0.00	Reconciled Transactions	82,482.47	Expired Merchant Logs	0.00
Reconciled Merchant Logs	82,482.47	Closed Log Transactions	0.00	Matched Transactions	0.00
Closed Merchant Logs	0.00	Overdrawn Log Transactions	0.00	Expired Log Transactions	0.00
Overdrawn Merchant Logs	0.00	Unmatched Transactions	0.00	Unmatched Transactions	0.00
<b>Total</b>	<b>130,938.43</b>	<b>Total</b>	<b>82,482.47</b>	<b>Total</b>	<b>48,455.96</b>

Create Date	Unique Id	Merchant Name	Merchant Code	Merchant Log Amount	Transaction Total	Amount Remaining	Status	Status Date	Customer Code	Created By
8/7/2015	XRQM21 H9N9KH 2VN466	Merchant Name Here	00000470	165.46	0.00	165.46	Open	8/7/2015		File

**Note:**

Invoice(s) that make up merchant log

Invoice Number	Description	Pmt Code	Amount
91177150			165.46

Transaction(s) attached to the merchant log

Trans Date	Post Date	Merchant Name	Amount	Billing Currency
8/7/2015		CQX361 M8J771 2VN436	33.80	0.00

**Note:**

Invoice(s) that make up merchant log


Invoice Number	Description	Pmt Code	Amount
116022347			33.80

Transaction(s) attached to the merchant log

Trans Date	Post Date	Merchant Name	Amount	Billing Currency
------------	-----------	---------------	--------	------------------

**Administration Reports:** Administration-specific reports

**Account Settings History Report:** Lists changes to account settings configuration



## Account Settings History

Company Name Here


Change Date between 5/14/2015 and 8/11/2015;

User ID: Printed

User Name Here 8/12/2015

Change Date	Updated By	Updated Field	Previous Value	New Value
6/22/2015	Name Here	Password Expiration Cycle	30	90

**MCC Group Profiles Assigned to Cards:** Basic card information with the MCC group profiles assigned to the card



### MCC Group Profiles

Credit Ratings: ACTIVE; Nodes: Company Name Here;

Company Name Here

Acct# Last Name

User ID: User Name Here

Printed: 8/12/2015


First Name	Type	Credit Limit	Current Balance	Current Statement	Openert	Expires	Status	Hierarchy Node Name
*7298 Merchant Name Here	I	US\$8,961	US\$0.00	US\$0.00	6/16/2015	6/1/2020	Active	Company Name Here

Include/Exclude Profile:

*3825 Merchant Name Here	I	US\$19,244	US\$0.00	US\$0.00	6/16/2015	6/1/2020	Active	Company name Here
--------------------------	---	------------	----------	----------	-----------	----------	--------	-------------------

Include/Exclude Profile:

**MCC Summary with Transactions:** Total transaction amounts summarized by the MCC assigned to each transaction



### MCC Summary with Transactions

Posting Date between 7/1/2015 and 7/31/2015; Nodes: Company namre Here;

Company Name Here


Billing Currency: USD - US dollar

User ID: User Name Here

Printed: 8/12/2015

MCC Group Description: Business Services	Total Spend For MCC Group:	10,815.87	USD
MCC Group Description: Miscellaneous Stores	Total Spend For MCC Group:	63,512.19	USD
MCC Group Description: Personal Service Providers	Total Spend For MCC Group:	33,745.51	USD
MCC Group Description: Professional Services and Membership Organizations	Total Spend For MCC Group:	43,052.58	USD
MCC Group Description: Wholesale Distributors and Manufacturers	Total Spend For MCC Group:	286,365.01	USD
Currency Subtotal Transactions: 57		Total Amount:	437,491.16 USD

**Notification Report:** Lists subscribers to notifications



### Notifications

Nodes: Company Name Here;

Company Name Here


Cardholder Name

User ID: User Name Here

Printed: 8/12/2015

Notification Type	Notification Frequency	Notification Email	Notification CC	Notification added by
Total Account Count: 0				

**Statement Notification Emails:** basic information about the emails assigned for statement notifications


**Central Bank**  
Commercial Payments

## Statement Notification Emails

Company Name Here

[Apple](#)
[User Status](#)
[Last Name](#)

Selected Nodes: User Status: Active;

User ID:

User name Here


Printed:

8/12/2015

[First Name](#)
[Name On Card](#)
[Emails Receiving Statements](#)

Total Account Count 0

**User Activity:** Review actions taken by users on MyCentralPay


**Central Bank**  
Commercial Payments

## User Activity

Company Name Here

[Activity Time](#)
[On Group](#)
[User Name](#)
[Last Name](#)
[First Name](#)
[IP Address](#)
[Page](#)

Activity Time between 7/31/2015 12:00 AM and 8/12/2015 11:59 PM, OrgGroupLogId: Company Name Here;

User ID

User Name Here

Printed:

8/12/2015

Activity Time	On Group	User Name	Last Name	First Name	IP Address	Page	Type	Req Kb	Res Kb	Status
7/31/2015 6:25 PM	Group Name Here	User Name Here	Administrator	Super	199.19.248.10		GET	0.6	0.4	302
7/31/2015 6:26 PM	Group Name Here	User Name Here	Administrator	Super	199.19.248.10	User Log In	GET	1.0	20.2	200
7/31/2015 6:26 PM	Group Name Here	User Name Here	Administrator	Super	199.19.248.10	User Log In	POST	2.3	20.5	200
7/31/2015 6:27 PM	Group Name Here	User Name Here	Administrator	Super	199.19.248.10	User Log In	POST	2.4	21.2	302
7/31/2015 6:27 PM	Group Name Here	User Name Here	Administrator	Super	199.19.248.10	Super Admin Home	GET	1.1	57.5	200
7/31/2015 6:27 PM	Group Name Here	User Name Here	Administrator	Super	199.19.248.10	Super Admin Home	POST	15.7	57.7	302

## 8. Online Services

Please describe any online services that are available to manage the purchase card program. Including new card issuance, deletion, replacing, modifying, etc.

### MyCentralPay

Our established and recognized bank and our experienced and sufficient personnel are combined with a superior, one-stop solution for our cards, called MyCentralPay. MyCentralPay.com is our state-of-the-art, secure; online platform. The technology behind MyCentralPay streamlines and consolidates system security (users only need one user ID and password) and system interfaces. MyCentralPay gives coordinators complete control over the program to adjust cardholder accounts real-time and obtain reporting that provides immediate feedback for auditing control and management decisions. Cardholders enjoy a consistent and user-friendly experience with 24/7 customer support.

County card coordinators and/or agency coordinators can have the ability to perform maintenance on the accounts and authorize strategies within the program. Maintenance and strategies that can be performed by program administrators and/or agency coordinators include the following:

- **Add, delete and edit cardholder accounts**
  - Both county employee and emergency cards can be added, deleted and edited.
- **Request new cards**
  - Except for emergency cards, cards will be issued in the names of county employees. During implementation, Central Bank can upload a file of card users with all strategies in place for a smooth transition.
- **Cardholder credit limits**
  - All transactions higher than \$5,000 can be blocked in the system, but card coordinators can over-ride this strategy temporarily within 20 minutes for purchases higher than \$5,000 for current contract vendors and vendors not contracted with the county.
  - Emergency cards could be set to over-ride all strategies with no credit limit. Then, when the cards are needed the credit limit could be added within 20 minutes through MyCentralPay and be ready for immediate use. This provides an added layer of security to the emergency cards.
- **Spending limits by time**
  - The county can control how much a cardholder can spend each day or each cycle. The county can also control the number of transactions an individual can initiate each day or cycle.
- **Single purchase limits**
  - The county can control the maximum an individual can spend in a single transaction.
- **Temporary spending limits**
  - The county can assign a temporary credit limit that overrides the individual's permanent credit limit. The temporary limit is established with a start and end date. When the start date is reached, the temporary credit limit is evoked. When the end date is reached, the individual's credit limit reverts back to their permanent credit limit.
- **Merchant Category Code (MCC) restrictions**
  - High-risk merchant category codes can be blocked and card coordinators can move MCCs from a blocked status to an unblocked status.
  - Central Bank adheres to all governmental and banking regulations (OFAC, Reg E, etc.) which may restrict usage of the county's program. Central Bank does not allow the following MCC codes participate in the program (7273 – Escort Services, 7297 – Massage Parlors and 7995 – Online Wagers).
  - Central Bank may also implement fraud strategies that restrict usage at locations that have been identified as high fraud risk.
- **Merchant ID or group ID limitations**
  - Restrict purchases to a specific merchant or groups of merchants, such as liquor stores, or only allow purchases at a specific merchant or groups of merchants, such as hotels or gas stations
- **Department Level Restrictions**
  - All the cardholder controls can be established at various hierarchical levels including department, etc. Custom roles can be assigned to the various hierarchical levels. The custom roles limit the access of individual cardholders and establish specific controls for the individual cardholder assigned to the role.

*MyCentralPay is the one-stop solution to add, delete or edit cards, change credit limits and change merchant category code restrictions.*

Cardholder restrictions can be accessed in [www.MyCentralPay.com](http://www.MyCentralPay.com) under Account Management in the Card Management tab. Shown below is the home page for someone in the program's coordinator role. You can see that this user has access to several maintenance and reporting functions through MyCentralPay.

The screenshot displays the Central Bank Commercial Payments web application interface. At the top, the header includes the Central Bank logo and the text "Commercial Payments". A navigation bar contains several tabs: "ACCOUNTS", "PROGRAMS", "REPORTS", "SETTINGS", "CARD MGMT", and "TRANSACTION MGMT". Below the navigation bar, the main content area is divided into several sections:

- Header Program:** Displays "Program Name: CARD ADMIN" and "Program Admin: CARD ADMIN".
- Announcements:** A section for displaying announcements.
- My Links:** A section for displaying frequently used links.
- Quick Links:** A section for displaying quick links to various functions.
- Reports:** A section for displaying various reports.

The interface is designed to provide a comprehensive overview of the program's status and allow for easy access to various maintenance and reporting functions.

Below is the home page for someone in the cardholder role. You can see that this user's access is limited to cardholder information only.

**Central Bank Commercial Payments**

Home | My Account | Transaction History | Help

**User Profile:**  
 Name: Crystal  
 Email: crystal\_cardholder  
 Org: CrystalDemoOrg  
 Role: Cardholder Role  
 Last Login: 10/19/2015  
 Status: Active

**Announcements:**  
 There are currently no new announcements.

**Quick Links:**  
 Manage My Account  
 View My Transaction History  
 Create a New Transaction  
 Create a Transaction Report

**My Links:**  
 Your most frequently used links will appear about an hour after you entered this application for the first time.

**Cardholder Information:**  
 Account: \*\*\*\*-\*\*\*\*-\*\*\*\*-1122 (CARDHOLDER: CRYSTAL)  
 Credit Limit: 2,000.00  
 # of Transactions in Current Cycle: 0  
 # of Transactions in Last 30 Days: 0  
 # of Transactions in Last 90 Days: 0  
 # of Transactions in Last 180 Days: 0  
 # of Transactions in Last 360 Days: 0

**Reports:**  
 Transaction Report  
 General Report

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## Requesting new cards

One of the greatest benefits to Central Bank's Commercial Payments is the ability for the county to have control over the entire program (account maintenance, credit limits, Cardholder controls, AP payments, etc.) through MyCentralPay. A majority of the changes made in MyCentralPay take effect within 20 minutes. When a new card is needed, an authorized program coordinator can go into MyCentralPay and create a new account. If the county prefers, an authorized card coordinator also may call the 24/7 customer support center to have a new account created. If there are numerous new accounts, we recommend using the bulk file upload process.

## 9. Online Reconciliation

Please describe your online reconciliation process.

Central Bank's Commercial Payments has the flexibility to pass over 800 fields of information to the county electronically on a nightly basis. Central Bank has worked with many enterprise resource planning, accounts payable, and home-grown accounting systems to accept payment files in various formats. Although there are standard and simple specifications that can be used, Central Bank can also code to any specified file format required to meet the needs of the county. Once the report parameters are set, Central Bank will electronically upload purchasing card transactions from MyCentralPay to the Financial Management System on a nightly basis for electronic reconciliation and payment.



## **10. Rebates**

**Please describe any rebates that are available with the purchase card program.**

Our purchase card program offers a rebate in the form of a monthly direct deposit to the account of your choosing.

The rebate is deposited automatically-no need to log in to redeem points or cash value

It is our opinion that the amount of our rebate along with the simplicity of the direct deposit would be the best fit for Sedgwick County.

Our rebates will be as follows:

- **1.00% for Standard Transactions**
- **0.60% for Level 3 Transactions**
- **0.40% for Large Ticket Transactions**

**MultiCard Fee Schedule:**

<b>Fees</b>	<b>Purchasing Card</b>
Annual Fee per Card	\$0.00
Customer Service Fees	\$0.00
Delinquent/late Fees (600222)	2.00% of the current balance, subject to a \$29.00 minimum, will be added to the balance, if payment, "in full" is not received by the end of the grace period
Fraud & Insurance Protection	\$0.00
Implementation Fee	\$0.00
Licensing & Maintenance Fee	\$0.00
Other Fees	\$0.00
Per Transaction Fee	\$0.00
Printing Fee	\$0.00
Reports Fee	\$0.00
Required Software Fee	\$0.00
Training Fees	No charge for one train-the-trainer product training session by teleconference and/or webinar. Additional training is available upon request at fees at Bank's then current rates.
Cash Advance Fee (069999)	4% of each Cash Advance will apply to each Cash Advance Transaction, subject to a minimum Cash Advance fee of \$10 and a maximum Cash Advance fee of \$100
Over-limit Fee (000212)	\$39 will be added to the balance if the outstanding balance of an account, including fees, exceeds the credit limit at any time during a billing cycle
Payment Dishonored Fee (150330)	A \$39 fee will be added to the balance if any payment in any form on the Account is dishonored or returned unpaid to Bank for any reason
Stop Payment Fee (309999)	A fee of \$20 will be added to the balance for any stop payment request made by the county or any cardholder
Document/Statement Copy Fee (609999)	A fee of \$5 will be added to the balance for each sales draft copy requested (unless related to a billing error) or for each duplicate copy of an account statement
Foreign Transaction Fee (069999)	A fee equal to 3% of each foreign transaction, after conversion to U.S. Dollars, will be assessed on all transactions made in currencies other than U.S. Dollars. Fees for foreign Cash Advances and foreign Purchases will be added to the balance of the account.
Expedited Payment Fee (350350)	A fee of \$25 will be added to the balance of the account each time the customer has the bank expedite payment by telephone.
Expedited Card Shipping Fee (069999)	A fee of \$40, overnight delivery via U.S. mail, will be added to the balance of the account each time the county requires expedited delivery of replacement cards.
Custom Card Design Fee (409999)	A fee will be added to the balance for customer card design: <ul style="list-style-type: none"> <li>Graphic Design (\$200) (<i>Waived for Sedgwick County</i>)</li> </ul>

# Response Form

## REQUEST FOR PROPOSAL

#17-0019

### BANKING SERVICES

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME The Central Trust Bank

DBA/SAME Central Bank

CONTACT Crystal Wagner, CPCP

ADDRESS 111 Miller St.

CITY/STATE Jefferson City, MO

ZIP 65101

PHONE 573-634-1301

FAX 573-634-1161

HOURS 8:00 AM-5:00 PM

STATE OF INCORPORATION or ORGANIZATION Missouri

COMPANY WEBSITE ADDRESS www.centralbank.net EMAIL crystal.wagner@centralbank.net

NUMBER OF LOCATIONS 142 NUMBER OF PERSONS EMPLOYED 2,812

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation X Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): Banking Institution

Not a Minority-Owned Business: X Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ African American (05) \_\_\_\_ Asian Pacific (10) \_\_\_\_ Subcontinent Asian (15) \_\_\_\_ Hispanic (20)

\_\_\_\_ Native American (25) \_\_\_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business: X Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ Not Minority - Woman Owned (50) \_\_\_\_ African American-Woman Owned (55)

\_\_\_\_ Asian Pacific-Woman Owned (60) \_\_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_\_ Hispanic Woman Owned (70)

\_\_\_\_ Native American-Woman Owned (75) \_\_\_\_ Other - Woman Owned (80) - Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: X Yes \_\_\_\_\_ No

crystal.wagner@centralbank.net

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:   X   Yes  
       No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp).

NO.   1  , DATED   8/2/17  ; NO.   2  , DATED   8/8/17  ; NO.   3  , DATED   8/15/17  

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature  Title   Vice President, Commercial Payments  

Print Name   Crystal Wagner   Dated   August 18, 2017

## Central Bancompany Annual Report

The Central Bancompany Annual Report is attached.

2. BANKING SERVICES – FINANCE  
FUNDING – FINANCE  
(Request sent to 48 vendors)

RFP #17-0036 Contract

Banking Services (per each)	Annual Estimated 2016 Usage	Bank of America Merrill Lynch	RCB Bank	Equity Bank	The Central Trust Bank dba Central Bank	UMB Bank, N.A.	INTRUST Bank, N.A.
1. Account Maintenance	182	No Bid	\$0.00	\$15.00	No Bid	\$10.00	\$10.00
2. Other Credits	14	No Bid	\$0.00	\$0.10	No Bid	\$0.20	\$0.200
3. Other Debits	2	No Bid	\$0.15	\$0.10	No Bid	\$0.10	\$0.095
4. Overdraft Fee	2	No Bid	\$28.00	\$33.98	No Bid	\$36.00	\$35.00
5. Zero Balance Account	66	No Bid	\$5.00	\$10.00	No Bid	\$10.00	\$25.00
6. Statements	51	No Bid	\$0.00	\$0.00	No Bid	\$6.50	\$0.00
7. ck Image CD-Rom	12	No Bid	\$5.00	\$15.00	No Bid	\$5.00	\$20.00
8. Deposits	5039	No Bid	\$0.15	\$0.15	No Bid	\$0.20	\$0.200
9. Dep Items On-Us	60844	No Bid	\$0.05	\$0.07	No Bid	\$0.05	\$0.044
10. Dep Items Electronic	292983	No Bid	\$0.00	\$0.05	No Bid	\$0.04	\$0.044
11. Dep Items Foreign	1	No Bid	\$0.00	\$1.50	No Bid	\$0.10	\$5.00
12. Reclear Credits	525	No Bid	\$0.00	\$5.00	No Bid	\$3.50	\$5.00
13. Returned Deposited Items	459	No Bid	\$4.00	\$5.00	No Bid	\$4.00	\$1.50
14. Deposit Online Maintenance	24	No Bid	No Bid	\$0.00	No Bid	\$20.00	\$30.00
15. Br Dep Processing 1ct	1373	No Bid	\$0.00	\$0.00	No Bid	\$0.10	\$0.080
16. Br. Coin Ordered 1ct	185	No Bid	\$0.00	\$0.00	No Bid	\$0.12	\$0.140
17. Loose Currency Notes Deposited	606561	No Bid	\$0.00	\$0.10 per 100	No Bid	\$0.04	\$0.004
18. Deposit	1778	No Bid	\$0.15	\$0.15	No Bid	\$1.50	\$1.50
19. Change Order Base Fee Auto	397	No Bid	No Bid	\$0.00	No Bid	\$3.00	\$3.00
20. Bag Loose Coin	0	No Bid	\$0.00	\$0.10 per 100	No Bid	No Bid	\$5.00
21. Bag Rolled Coin Deposited	0	No Bid	\$0.00	\$0.00	No Bid	No Bid	\$0.00
22. Vault Deposit Discrepancy	6	No Bid	\$0.00	No Bid	No Bid	\$2.00	\$2.50
23. Change Order Base Fee Phone/Fax	2	No Bid	\$0.00	\$0.00	No Bid	\$3.00	\$5.00
24. Straps of Currency ordered	880	No Bid	\$0.00	\$0.00	No Bid	\$0.30	\$0.280
25. Loose Currency Notes-Ordered	21940	No Bid	\$0.00	\$0.00	No Bid	\$0.00	\$0.008
26. box of Rolled Coin Ordered	60	No Bid	\$0.00	\$0.00	No Bid	\$4.00	\$3.00
27. Roll of Coin-Ordered	2633	No Bid	No Bid	\$0.00	No Bid	\$0.10	\$0.080
28. Currency Straps	1	No Bid	\$0.00	\$0.00	No Bid	\$10.50	\$7.50
29. Tamper Proof Bag 9x12	25	No Bid	\$0.00	\$0.00	No Bid	\$0.38	\$40.00
30. Coin Envelopes	1	No Bid	\$0.00	\$0.00	No Bid	\$15.08 per 500	\$18.00
31. Checks Paid	15257	No Bid	\$0.15	\$0.15	No Bid	\$0.10	\$0.095
32. Stop Pay	13	No Bid	\$28.00	\$33.98	No Bid	\$5.00	\$5.00
33. Positive Pav Account Maint	48	No Bid	\$0.00	\$30.00	No Bid	\$30.00	\$25.00
34. Positive Pav per item	54804	No Bid	\$0.00	\$0.05	No Bid	\$0.07	\$0.04
35. Positive Pay	0	No Bid	\$20.00	No Bid	No Bid	No Bid	\$0.00

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36. Controlled Disbursement	38429	No Bid	\$0.00	\$0.20	No Bid	\$0.10	\$0.18
37. ACH Credits Received	13434	No Bid	\$0.00	\$0.09	No Bid	\$0.04	\$0.20
38. ACH Debits Received	3662	No Bid	\$0.15	\$0.09	No Bid	\$0.02	\$0.07
39. ACH Origination Maint	12	No Bid	\$30.00	\$15.00	No Bid	\$25.00	\$25.00
40. ACH Items Orig Online	2581	No Bid	\$0.03	\$0.09	No Bid	\$0.03	\$0.08
41. ACH Items Orig Upload	101704	No Bid	\$0.03	\$0.09	No Bid	\$0.02	\$0.08
42. ACH Return Debit	0	No Bid	\$4.00	\$5.00	No Bid	\$5.50	\$2.00
43. ACH Debit Filter Maint	0	No Bid	\$0.00	\$15.00	No Bid	No Bid	\$0.00
44. ACH Pos Pay	73	No Bid	TBD	No Bid	No Bid	\$5.00	\$5.00
45. Bus Online Wire-Maint	12	No Bid	\$0.00	\$0.00	No Bid	\$0.00	\$10.00
46. Bus Online Per Outgoing Wire	55	No Bid	\$7.50	\$15.00	No Bid	\$5.00	\$6.00
47. Incoming Wire	58	No Bid	\$10.00	\$10.00	No Bid	\$5.00	\$5.00
48. Outgoing Wire-Internet	0	No Bid	\$7.50	\$15.00	No Bid	No Bid	\$6.00
49. Online Tokens	444	No Bid	\$0.00	\$0.00	No Bid	\$0.00	\$1.50
50. Treas Rptg Per Dep Acct	36	No Bid	\$0.00	\$0.00	No Bid	\$10.00	\$20.00
51. Treas Rptg Per Dep Acct	169	No Bid	\$0.00	\$0.00	No Bid	\$5.00	\$6.00
52. EDI Translation Monthly Maint	12	No Bid	\$0.00	\$10.00	No Bid	\$15.00	\$20.00
53. EDI Translation Per Item	8252	No Bid	\$0.00	\$0.10	No Bid	\$0.25	\$0.50
54. EDI Fax Report	0	No Bid	\$0.00	\$0.00	No Bid	\$7.50	\$0.00
55. Lock Box Base Fee	12	No Bid	\$75.00	\$90.00	No Bid	\$200.00	\$80.00
56. LBX Retail Exceptions	0	No Bid	\$0.00	\$0.25	No Bid	No Bid	\$0.35
57. LBX Retail Per Items	127224	No Bid	\$0.20	\$0.22	No Bid	\$0.17	\$0.19
58. LBX Med-Pers Per Item	7920	No Bid	\$0.20	\$0.22	No Bid	\$0.19	\$0.30
59. LBX Med-Ins Per Item	7690	No Bid	\$0.20	\$0.22	No Bid	\$0.19	\$0.30
60. LBX Image Captured	18417	No Bid	\$0.15	\$0.15	No Bid	\$0.08	\$0.02
Safekeeping Services (per each)		Bank of America Merrill Lynch	RCB Bank	Equity Bank	The Central Trust Bank dba Central Bank	UMB Bank, N.A.	INTRUST Bank, N.A.
1. Initial conversion		No Bid	No Bid	*See Note Below	No Bid	N/A	\$10.00 Each Investment Transition
2. Securities Held		No Bid	No Bid		No Bid	N/A	\$2.00
3. Securities Received or Sent (does not include Maturities)		No Bid	No Bid		No Bid	N/A	\$30.00
4. Interest Payment		No Bid	No Bid		No Bid	\$2.00	\$1.00
5. Principal Paydowns		No Bid	No Bid		No Bid	\$5.50	\$10.00
6. Special Report		No Bid	No Bid		No Bid	N/A	\$25.00
7. Audit Confirmation		No Bid	No Bid		No Bid	N/A	\$10.00
8. Investment Accounting Services (includes monthly Mark to market valuation)		No Bid	No Bid		No Bid	N/A	\$75.00
9. Receipts (Per receipt/month)		No Bid	No Bid		No Bid	\$5.00	N/A
10. Pledges/Releases		No Bid	No Bid		No Bid	\$12.00	N/A
11. Dividends		No Bid	No Bid		No Bid	\$2.00	N/A

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12. Payment for Securities		No Bid	No Bid		No Bid	\$50.00	N/A
13. Received or Delivered Vs. Payment (same day)		No Bid	No Bid		No Bid	\$50.00	N/A
14. Advanced Notification through IB Web		No Bid	No Bid		No Bid	\$15.00	N/A
15. Advance Notification on Trades vs. Payment		No Bid	No Bid		No Bid	\$25.00	N/A
Purchasing Cards		Bank of America Merrill Lynch	RCB Bank	Equity Bank	The Central Trust Bank dba Central Bank	UMB Bank, N.A.	INTRUST Bank, N.A.
1. Card Design		\$150.00 per hour	No Bid	\$1,500.00	No Charge	No Charge	\$300.00
2. Annual Fee per Card Holder		No Charge	No Bid	No Charge	No Charge	No Charge	No Charge
3. Automated Reconciliation		Yes	No Bid	Yes	Yes	Yes	Yes
4. Rebate		Mid-America Government Purchase Card Cooperative (See Attachment)	1.00%	Qualifying Incentive Opportunity to be determined	1% Standard 0.6% for Level 3 Transactions and 0.4% for Large Ticket Transactions	Based on Qualified Sales Volume	Volume Rebate Contingent Upon Volume and Average Transaction Size
No Bid		Meritrust Credit Union	Midland National Bank	JP Morgan Chase & Co.	The Halstead Bank	Union State Bank	Central Bank of Kansas
		The Halstead Bank	Chishohn Trail State Bank	Emprise Bank	Valley State Bank	Capitol Federal Financial, Inc.	Community Bank of Wichita
		Kanza Bank	Verus Bank	Fidelity Bank	Conway Bank	Wells Fargo Bank, N.A.	Southwest National Bank
		Simmons Bank	US Bank				

On the recommendation of Kristen McGovern, on behalf of Sedgwick County, Talaya Schwartz moved to accept the proposals from Intrust Bank, N.A. for Banking and Safekeeping Services and The Central Trust Bank dba Central Bank for Purchasing Cards and establish contract pricing at the rates listed for three (3) years with two (2) one (1) year options to renew. Jennifer Dombaugh seconded the motion. The vote passed 4 to 1 with Linda Kizzire abstaining.

A committee comprised of Rick Durham, Brandi Bailey - Division of Finance; Linda Kizzire, Randy Bargdill, Debra Rogers, and Nancy Roush - Treasurer's Office; Tracy Lolley - COMCARE and Kristen McGovern - Purchasing reviewed and scored the proposal responses based on criteria set forth in the RFP. The committee unanimously recommends Intrust Bank, N.A. for Banking Services and Safekeeping Services. Intrust Bank, N.A. met all the requirements in the RFP.

By having all banking and safekeeping services at one bank it reduces the county's overall cost of banking services. Sedgwick County had to have a separate account opened at our current safekeeping vendor in order to provide the service. The estimated annual savings is approximately \$1,000.00.

Equity Bank provided monthly reconciliations instead of weekly. There were unknown extra fees associated with their services. Stop payments were only good for six months and their references lacked longevity.

UMB Bank, N.A. stated that their submitted pricing was contingent upon being awarded the entire contract. They only have two locations in Sedgwick County and their deposit cut-off at branch locations for same day posting is 5:00 p.m. UMB Bank, N.A. also had no lockbox locations in Sedgwick County.

RCB Bank has no locations in Sedgwick County.

The evaluation committee shortlisted Bank of America Merrill Lynch, The Central Trust Bank dba Central Bank, Equity Bank and Intrust Bank, N.A. for Purchasing Cards. All four proposers participated in detailed presentations of their product and service offerings. The committee recommended The Central Trust Bank dba Central Bank for award because they exceeded the requirements set forth in the RFP. The Central Trust Bank dba Central Bank can default our account to signature or PIN based on our choice, custom design of a card to make it easier to identify from a personal card at no cost, pass over 800 data fields over to the county's system, and the rebate is 1% monthly for standard transactions, 0.6% for Level 3 transactions and 0.4% for large ticket transactions. The Central Trust Bank dba Central Bank's proposal offers the best value for the County.



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Government Finance Officers Association (GFOA) recommends that state and local governments establish a procurement process and assure periodic reviews of banking services. Adhering to a defined due diligence in selecting banking services and establishing proper controls will help a government achieve its objectives of appropriate and cost-effective banking services while protecting its funds and reducing risk to its reputation. This best practice that Sedgwick County adheres to will promote and facilitate positive change and recognize excellence rather than merely codify current accepted practice.

Sedgwick County's approximate banking fees for 2017 was \$26,262.74 and \$35,364.98 in 2016.

\*Note: Fees for purchases of investment vehicles, including CDs, money markets, repurchase agreements, MIPS, treasury notes and government sponsored agency bonds, are built into the pricing of said vehicles and are reduced as trade size increases. These fees can be disclosed prior to purchase, but will not affect the quoted price, duration, maturity length, or yield. In order for these vehicles to remain competitive in the marketplace, these fees, as a percentage of the total trade, are nominal.

Linda Kizzire: I will be abstaining from this because I was the part of the process.

Thomas Stolz: Just to summarize we are going to give a contract to Central Trust Bank on the purchasing cards piece of this, and Intrust on general banking. When do we look at this issue we have with credit card fees? Is that a later part fee, could you address that Rick?

Rick Durham: Your speaking about merchant service fees, is the charge that we incur for accepting credit cards. Whether that be at the Treasurer's Office or anywhere else in the county. That particular contract is beginning the RFP process now and that is separate and distinct from the banking services.

Talaya Schwartz: How are we anticipating \$1,000.00 annual savings?

Brandi Baily: Right now our safekeeping services are at UMB bank, and in order to keep our safekeeping services there, we have to have a bank account open there, so we are charged monthly fees, but we also receive interest on the balance that we keep in that account so they offset, so it's still approximately \$1,000.00 savings. Just until we can get rid of that entire account and move all it to one location.

Talaya Schwartz: And then the difference between the banking fees from 2016 to 2017 were several thousand dollars, can you explain why? It went from \$35,000.00 in 2016 to \$26,000.00 in 2017.

Brandi Baily: Offhand I don't have that exact information, at my desk I have a spreadsheet that will give me the exact details as to why. I wasn't prepared for that one.

Thomas Stolz: Brandy, you are not privy to the email which Joe sends out which has that information, which is what Talaya is talking about. Joe, can you address that at all?

Joe Thomas: I thought I just sent an email which has the two dollar amounts, is that correct?

Thomas Stolz: I think what Talaya is referring to is the email we got, that our 2016 banking fees was \$35,364.00 and 2017, which was much less and is what we are looking for.

Joe Thomas: I think the general reason is transaction based, correct? Or user based.

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Brandi Baily: Fewer transactions. I can get more specific and send it out to everybody. In 2017 we had two less bank accounts but they were small bank accounts and I don't see that being a significant reason.

Richard Powell: While you are up there, can you give us a better definition of what safekeeping services are, you know, *what are they?*

Brandi Baily: Safekeeping services are when I buy an investment, say I go out and purchase a treasury bond or an agency bond then it has to be held at a third party custodian, and that is what they do. They hold our bonds for us. When we receive interest they take care of all of that; when the investment is delivered, they accept the delivery of the investment for us. It really just holds our investments for us in a third party location. For example, if I buy a treasury bond from Raymond James. Raymond James doesn't keep it, it is held at this third party location, which is UMB bank.

Richard Powell: Are you talking figuratively they are holding it, or literally there's a piece of paper locked in a vault?

Brandi Baily: Yes figuratively.

Thomas Stolz: Any other questions? I see no other questions do we have a motion to accept?

Talaya Schwartz: I move we accept the bid from Intrust Bank N.A. as proposed, and from the Central Bank doing business as Central Bank for purchasing cards as proposed.

Jennifer Dombaugh: Second.

Additional Information

The question was asked, what caused the decrease in fees from 2016 to 2017? In answer, it is strictly related to the volume of activity. A majority is related to the number of pieces coming into our tax lockbox. We are charged \$0.19 for each item that comes in.

For the 2016 totals, there were 149,476 pieces which we were charged \$28,400.00.  
For the 2017 totals, there were 107,867 pieces which we were charged \$20,493.59.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: stlouis.certrequest@marsh.com f- 212-948-0811	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : N/A INSURER C : Endurance Assurance Corporation INSURER D : INSURER E : INSURER F :	
001470-STND-GAU-17-18	NAIC #	16535
INSURED Central Bancompany, Inc. 238 Madison St Jefferson City, MO 65101	NAIC #	
	N/A	

COVERAGES CERTIFICATE NUMBER: CHI-007815688-06 REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLA0182461-02	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CCMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB30000170101	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Central Bancompany, Inc.  
238 Madison St  
Jefferson City, MO 65101

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Marsh USA Inc.  
701 Market Street, Suite 1100  
St. Louis, MO 63101-1830  
Attn: stlouis.certrequest@marsh.com; f: 212-948-0811

<b>CONTACT</b> NAME:	
PHONE (A/C No. Ext):	FAX (A/C No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A : N/A	NAIC #
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

001470-Finpr-PL,B-17-18

**INSURED**  
Central Bancompany, Inc.  
238 Madison St  
Jefferson City, MO 65101

## COVERAGES

CERTIFICATE NUMBER:

CHI-008528024-05

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
(See additional page)

## CERTIFICATE HOLDER

Central Bancompany, Inc.  
238 Madison St  
Jefferson City, MO 65101

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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AGENCY CUSTOMER ID: 001470

LOC #: St. Louis



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Central Banccompany, Inc. 238 Madison St Jefferson City, MO 65101
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

## FINANCIAL INSTITUTION BOND (FI BOND) FORM 24

Carrier: AXIS Insurance Company

Policy Number: MCN784005/01/2017

Effective Date: 10/31/2017

Expiration Date: 10/31/2018

Limit: \$10,000,000 Single Loss Limit of Liability

\$20,000,000 Aggregate Limit of Liability

\$1,000,000 Single Loss Deductible



**SEDGWICK COUNTY, KANSAS**  
**FINANCE DEPARTMENT**  
**DIVISION OF PURCHASING**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316-383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#17-0036**  
**BANKING SERVICES**

July 28, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Banking Services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CDT, Tuesday, August 22, 2017.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kara Kingsley".

Kara Kingsley  
Buyer

## Table of Contents

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- II. Background
- III. Project Objectives
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  - B. Minimum Firm Qualifications
  - C. Evaluation Criteria
  - D. Request for Proposal Timeline
  - E. Contract Period and Payment Terms
  - F. Insurance Requirements
  - G. Indemnification
  - H. Confidential Matters and Data Ownership
  - I. Proposal Conditions
- VIII. Required Response Content
- IX. Pricing Sheet
- X. Response Form

Attachment A – Investment Policy

## **I. About this Document**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **II. Background**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County has a total budget of approximately \$424 million. Revenues are primarily collected from property taxes, Medicaid fees, sales and use taxes and motor vehicle taxes. The County's deposits, not including investment activity, equate to almost \$1 billion in 2016. These deposits are invested until required for disbursement. Sedgwick County manages an investment portfolio ranging from approximately \$215 million to over \$480 million.

## **III. Project Objectives**

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Banking Services. The following objectives have been identified for this contract:

- A. Acquire Banking Services meeting the parameters, conditions and mandatory requirements presented in the document.
- B. Establish contract pricing, with the vendor or vendors that has the best proven "track-record" in performance, service and customer satisfaction.
- C. Acquire Banking Services with the most advantageous overall cost to the County.

## **IV. Submittals**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kara Kingsley  
Sedgwick County Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

#17-0036

*Sedgwick County...Working for you*



SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, August 22, 2017**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

## **V. Scope of Work**

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service specified in this solicitation document. Vendors may respond to all or part of the solicited services. Sedgwick County may award to more than one vendor.

### **A. Banking Services**

1. Account Structure - Sedgwick County currently has a total of 16 accounts consisting of one main operating account, 6 – zero-balance accounts, and 10 other accounts for various departments. It is Sedgwick County's preference to have all but one account be interest bearing.
  - i. Main Operating Account - Sedgwick County maintains a main operating account. The County receives many ACH and wire deposits in this account. It is also the account for all zero-balance transfers. No checks are written on this account. It is the County's intent to minimize the nightly balance by using overnight repurchase agreements.
  - ii. Controlled Disbursement Account ZBA - The County uses a controlled disbursement account to process disbursements for accounts payable items numbering approximately 41,000 checks a year and averaging \$5 million each month. The County will not initiate any ACH debits through this account and has no deposits other than the daily transfer.
  - iii. Payroll Account ZBA - The County is currently on a bi-weekly payroll basis, paying approximately 2,500 employees a total of approximately \$3 million every other Friday. Approximately 95% of our employees take advantage of direct deposit. The payroll account is used solely to process payroll disbursements to County employees, taxing authorities, and the State retirement system. There will be no deposits into this account other than the daily deposit.
  - iv. District Court ZBA - The 18<sup>th</sup> Judicial District Court uses a zero-balance account. This account has a few deposits but mostly has checks written on it. The main deposit is the transfer from the main operating account.
  - v. Other Accounts - The County uses a variety of other accounts for such things as petty cash and custodial needs. Various services will be needed, such as check writing, ACH and positive pay.
2. Collateral - Pursuant to K.S.A. 9-1402, and amendments thereto, the bank is required to collateralize County deposits. The County Investment Policy requires that pledged securities have a market value equal to at least 102% of the amount of the total deposits of public funds, including accrued interest earned. Please reference the County's investment policy for investments considered as collateral.
3. Availability of Funds - The county desires to know the collected funds availability schedule for its deposits. These deposits include checks, money orders, cash, ACH credits and wires from local, regional, and out-of-state banks. The county requires updates as the schedule changes. Also describe the latest daily deposit time for fastest availability on deposits.
4. Online Banking Services - The county conducts much of its banking business online, including reporting, initiating debit and credit ACHs, wires, stop pays, and all deposits. Please describe the financial institution's online banking capabilities, including the following:
  - i. Reporting
    - Daily balance reporting –summary.
    - Daily balance reporting –detail.
    - Daily ACH and wire with full addenda information.
    - Current day reporting.
    - Intra-day reporting.
    - Check history, prefer 2-year history
  - ii. Execution of Transactions

#17-0036

*Sedgwick County...Working for you*

- Transfers between accounts.
  - Initiation of wire transfers.
  - Initiation of stop payment orders.
  - Initiation of ACH transactions; including recurring/repetitive/future ACH debit (collection) or credit (direct deposit transactions).
  - Maintenance of wire transfer templates.
  - Stale-dating of checks.
  - Confirmations availability and format.
- iii. Internal Controls
- Online cleared check information/images.
  - Multi-level security administration requirements.
  - Positive pay exceptions.
5. Wire Transfer Services - Sedgwick County has approximately 10 incoming and outgoing wires a month mostly in the main operating account. Please describe the financial institution's wire transfer services, including the following:
- i. Ability to initiate and monitor wire transfers online.
  - ii. Ability to create and store recurring/repetitive wire instructions/templates.
  - iii. Ability to create and store future-dated wire instructions.
  - iv. Security measures for wire initiation and approval.
  - v. Policy on daylight overdrafts.
6. ACH Services - Sedgwick County uses ACH as mode of payment for a majority of its payroll and vendor payments. 95% of County employees receive direct deposit for payroll and 60% of accounts payable dollars are paid through ACH. Please describe the financial institution's ACH services, including the following:
- i. Method by which the government can submit ACH files or initiate ACH via bank software.
  - ii. Pre-notification policy and cost.
  - iii. Security measures for ACH initiation/origination and ACH reception (ACH filters and blocks).
  - iv. Describe any ACH filter and block services available.
7. Positive Pay and Automatic Reconciliation - Sedgwick County uses positive pay account reconciliation services for controlled disbursements, payroll and the Sheriff's inmate account. Please describe the financial institution's ACH services, including the following:
- i. Please provide samples of any reports the bank provides.
  - ii. Describe the positive pay services and verification of items.
  - iii. Teller data update schedules.
  - iv. Data transmission methods and time windows.
  - v. Control options - notification default.
  - vi. Online access (including technical capabilities and system requirements).
  - vii. Describe the level of reconciliation services available (partial, full, etc.) and what is included in that service.
8. Stop Payment - It is the county's preference to complete all stop pays online. Please describe the financial institution's stop payment services, including the following:
- i. Online stop payments.
  - ii. Confirmation requirements.
  - iii. Duration of stop payments (e.g. six months or in perpetuity) and renewal processing options.
  - iv. Process for requesting stop payments on a large number of records.
9. Daylight Overdrafts - In managing the investment program of the County, it is possible that debt service payment or purchases of an investment may occur before the receipt of funds. This could cause an occasional daylight overdraft that will be cured before the end of the banking day. Please provide details on any daylight overdraft issues that may concern your bank.
10. Monthly Statements and Account Analysis - The County requires monthly statements for all accounts, with the exception of the main operating account which requires weekly statements. The county requires a monthly analysis statement in summary form by individual account. The report should also provide a

detailed list of services performed. The total amount of the analysis fees will be debited from the main operating account. Please describe the financial institution's monthly statements and account analysis, including the following:

- i. Please provide a copy of the bank's monthly statement and account analysis.
  - ii. Describe when reports are available and how they are made available.
  - iii. How long are report images maintained online?
  - iv. What is the bank's dispute resolution process?
11. Designated Account Liaison - Sedgwick County requests that the financial institution provide the names of a designated relationship manager and an alternate. The designated relationship managers must have authority to make timely decisions in the normal course of business. Resumes and biographies must be provided for all key employees designated to service the County's accounts.
12. Other value added Banking Services – Sedgwick County would also be interested in the following services:
- i. Pay cards (payroll cards).
  - ii. Virtual vaults.
  - iii. Trust services.
  - iv. Other services provided by your institution that would be beneficial to Sedgwick County, but have not been specifically addressed.
  - v. Interactive Voice Recognition (IVR)

#### B. Purchase Cards Program

Sedgwick County currently has approximately 468 purchasing cards. In 2016, Sedgwick County spent \$2 million using purchasing cards. Purchasing cards are utilizing for travel and routine, smaller purchases.

##### 1. New, Changes and Termination of Cards

The contractor shall not issue any cards, make changes or terminate a card without the written approval of the County's designated contact.

##### 2. Liability

The county will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen.

##### 3. Card Format

All Sedgwick County cards must have the following card format:

- i. The phrase "For Official Use Only; Sales Tax Exempt under K.S.A. 79-3606."
- ii. The County's logo, which will be provided by the County.
- iii. A toll-free customer service number shall be printed on the back of the card.
- iv. There shall be no reference to ATMs on the card.

##### 4. Card Controls and Restrictions

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

- i. Single transaction dollar limits – established per individual card, not to exceed the County's established individual cardholder maximum dollar limit.
- ii. Velocity limitation – number of card authorizations per designated period. For example, a specified number of transactions per day or twenty-four (24) hour period.
- iii. Maximum dollar limitation per card - established per individual card.
- iv. Vendor and commodity blocking – restrictions on the types of vendors authorized to accept the card and the types of commodities that may be purchased.
- v. Cash advances - complete prohibition of cash advances.
- vi. Additional controls - please describe any other additional controls that may be available.

##### 5. Questioned/Disputed Items and Charge-backs

The contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Please describe the process for disputed and charge- back items.

##### 6. Statements

Statements should be mailed directly to the cardholder for processing. It is also desirable for all cardholders to have online access to statements and activity. Alternative methods of transmitting statements for payment are highly desirable and will be considered.

7. Reports

The contractor shall provide reports that show monthly detail by cardholder, by department and by the County as a whole. Reports shall also be capable of showing transactions by vendor.

8. Online Services

Please describe any online services that are available to manage the purchase card program. Including new card issuance, deletion, replacing, modifying, etc.

9. Online Reconciliation

Please describe your online reconciliation process.

10. Rebates

Please describe any rebates that are available with the purchase card program.

C. Safekeeping Services

Sedgwick County invests in a variety of investment vehicles, including CDs, money markets, repurchase agreements, MIPS, treasury notes and government sponsored agency bonds. There are approximately 100 bonds purchased each year and the par value of the investments range from \$225 million to \$500 million.

1. The county is seeking a financial institution to provide safekeeping services of any treasury notes and government sponsored agency bonds purchased by the County. Please describe the financial institutions' safekeeping services, including the following:
  - i. Safekeeping process when handled through correspondent bank.
  - ii. The county requires delivery versus payment for all settlements.
  - iii. Describe security pricing procedures. The county requires a monthly mark to market valuation.
  - iv. Describe the income, maturity and called distribution process.
  - v. Please provide a sample of any reports available.

D. Remote Deposit Services

1. Sedgwick County does currently utilize this service for tag deposits. The service that the county chooses must interface with SAP financial system, OnBase imaging system and Thompson Reuters GRM product. Please describe the remote deposit services, including the following:
  - i. Provide a brief description and general workflow of the remote deposit service capabilities.
  - ii. Describe what type of hardware and software is needed for the service. What types of requirements are there for the hardware and software?
  - iii. Please describe the training process. Is training available on-site, web or phone?
  - iv. What type of security features does your system have in place?
  - v. Describe the process and length of time of image storage and retrieval.
  - vi. Describe the process to ensure high quality images of the checks and capability to view the checks.
  - vii. What types of reports are available? Please provide samples.
  - viii. Describe the transmissions process.

E. Lockbox Services

Sedgwick County currently has 4 separate lock-box accounts for the Treasurer's Office, Emergency Medical Services, COMCARE, and Finance.

1. Treasurer's Office

The successful vendor will open, process and deposit approximately 38,000 receipts totaling approximately \$80,000,000.00 between April 1<sup>st</sup> and May 31<sup>st</sup> and approximately 155,000 individual tax receipts totaling approximately \$155,000,000.00 between November 15<sup>th</sup> and December 31<sup>st</sup>. All funds deposited must be fully collateralized. Daily collateral requirements should not exceed \$10,000,000 in May and \$25,000,000 in December. Additional fees for returned checks and re-clearing checks should be accumulated at a specific unit cost for each collection period. The following are requirements for the Treasurer's Office Lock-Box:

- i. Utilize an existing Post Office Box located in Wichita, Kansas.
- ii. Pick up tax statement mail from Sedgwick County Treasurer's Office or from designated post office box daily, Monday through Friday, and process lock box documents on the same day at least 95% of the time.

- iii. Be responsible for the safe keeping of all mail and other items taken into its custody or that of its agent.
- iv. Balance the statements processed by batch and endorse on behalf of the Sedgwick county Treasurer all qualified tax payments. All large dollar receipts (individual payments exceeding \$50,000) will be expedited and processed the same day.
- v. Understand that all deposits will be in accordance with posting tolerances. Current tolerance is \$5.00 over the stated amount. Tolerances may be adjusted as specified by the county Treasurer.
- vi. Return all statements which do not meet tolerances established by the county Treasurer or any with any documents enclosed or written on. Staple these together with all envelopes and other information sent with the receipt.
- vii. Transport all nonstandard mail to the Treasurer's Office on a daily basis.
- viii. Return daily, all tax statements, by batch, to the Treasurer's Office.
- ix. Send a daily written summary of the same day's activity to the Treasurer's Office. Summaries will be received by 3:00 pm 95% of the time and include the following information:
  - Daily credits to the bank account.
  - Receipts total.
  - Difference, if any.
  - Number of items processed.
  - Number of items rejected.
- x. Provide a deposit and availability schedule daily. If the lock box provider is not Sedgwick County's primary bank, then daily fund transfer is required to transmit lockbox receipts to our main bank.
- xi. Ensure that all receipts are deposited the same day as processed, Monday through Friday, of each week.
  - Processed will mean the steps outlined in this section.
  - There will be no compensating balance arrangements on collected funds.
- xii. Ensure that all receipts on deposit are fully collateralized in accordance with K.S.A. 9-1402, without regard to the exemptions provided under K.S.A. 9-1403, and available for immediate withdrawal.
  - Collateralization will be based on the ledger balance and must be in place prior to the deposit of funds.
  - The successful respondent will establish, with the Director of Accounting, a method of certifying that collateral is in place.
- xiii. Present by electronic transmission, with posting to the County's cashing system, a report of daily activity that includes the information listed below:
  - Electronic transmission will include the following information: date (day, month, year), batch number, sequence number, control number, user identification (operator initials), amount, and whether or not the taxpayer has requested a receipt (currently, the taxpayer will indicate this on their statement by checking a box. That information is provided to the county as a single character on the report, with "Y" indicating that a receipt has been requested and "N" indicating that no receipt was requested. This keeps the county from sending out every receipt.). The control number and amount will be scan able on the tax bill in OCR form.
  - Understand the following; "date" must be a valid month, day and year, "batch" number is controlled by the financial institution (Sedgwick County's preferred batch size is 250 units), "Sequence" is a number 001-999 per transaction set, "methods of correcting" include control number and amounts, information should be sent in the format described in attachments.
  - In order to contend with the occasional problem of a damaged or unreadable transmission, respondent must be able to regenerate and deliver a duplicate transmission within four (4) hours after a request by the Treasurer's Office.
  - Cooperate with the Treasurer in researching problems and have the capability to retrieve batched records within four (4) hours following a research request.
  - Provide daily balance reporting system listing details on collected funds, one (1) and two (2) day availability and ledger account balances from the lock-box area Emergency

#### Medical Services.

- Provide daily reporting, including number of payments received, number of payments processed same day, dollar amount of payments received, and dollar volume processed same day.
- Provide daily transaction reports, including bank batch number, total number of statements, checks, and dollar amounts in each batch.
- Provide Internet access to account balances.
- Provide On-line access to imaged tax documents (statement stubs and checks) allowing immediate access to processed items. Note: CD-ROMs are still required for historical research and archival purposes.
- Provide the Treasurer, or approved representative, access to the successful firm's processing area at all times.
- Accept all payments that are equal to or less than amounts shown on the tax bill.
- Be capable of rejecting payments which are outside the tolerances established or modified by the Treasurer.
- Process all payments that arrive with statements, including those which include notes or other correspondence. Additional notes and correspondence should be forwarded to the Treasurer's Office.
- Reject all payments that do not include statements.
- Reject all checks on which drawer has included a restrictive or qualified endorsement.
- Reject all statement stubs with no checks and transmit daily to Treasurer. Many stubs without checks will contain credit card information and must be transmitted securely on a daily basis. No images of these statements or the credit card information shall be taken or retained in any way by the financial institution.
- Reject other document types as described in the attachments.
- Firm must quote the current overnight repurchase rate offered. The preference is to match the County's banking rate which is the Fed Funds – 15 basis points.
- If applicable, please provide how you process credit cards through a lock box.

#### 2. Emergency Medical Services

The successful vendor will open, process and deposit approximately 15,000 accounts totaling approximately \$9,500,000 between January 1st and December 31st. Additional fees for returned checks and re-clearing checks should be accumulated at a specific unit cost for each month.

- i. Collect and open mail from the Wichita Downtown Station Post Office Box at various times each business day.
- ii. Compare remittance documents to the accompanying check for amount verification.
- iii. Endorse all checks contained therein.
- iv. Photocopy each check and attach any correspondence or remittances to the copy. In addition, please provide two (2) copies of each day's imaged records on CD-ROM within two (2) working days.
- v. Deposit such checks into the main operating account.
- vi. Email the deposit information to County's designee.
- vii. Processed documents, deposit slips and other mail not containing checks will be mailed to County designee each business day.
- viii. Provide on-line access (web portal) to imaged EOB documents (statement stubs and checks) allowing immediate access to processed items.

#### 3. COMCARE

The successful vendor will open, process and deposit approximately 5,000 accounts totaling approximately \$1,500,000 between January 1st and December 31st. Additional fees for returned checks and re-clearing checks should be accumulated at a specific unit cost for each month.

- i. Collect and open mail from the Wichita Downtown Station Post Office Box at various times each business day.
- ii. Compare remittance documents to the accompanying check for amount verification.
- iii. Endorse all checks contained therein.

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- iv. Photocopy each check and attach any correspondence or remittances to the copy. In addition, please provide two (2) copies of each day's imaged records on CD-ROM within two (2) working days.
- v. Deposit such checks into the main operating account.
- vi. Email the deposit information to County's designee.
- vii. Processed documents, deposit slips and other mail not containing checks will be mailed to County designee each business day.
- viii. Provide on-line access (web portal) to imaged EOB documents (statement stubs and checks) allowing immediate access to processed items.

4. Finance

The successful vendor will open, process and deposit approximately 1,500 accounts totaling approximately \$500,000 between January 1st and December 31st. Additional fees for returned checks and re-clearing checks should be accumulated at a specific unit cost for each month.

- i. Collect and open mail from the Wichita Downtown Station Post Office Box at various times each business day.
- ii. Compare remittance documents to the accompanying check for amount verification.
- iii. Endorse all checks contained therein.
- iv. Photocopy each check and attach any correspondence or remittances to the copy. In addition, please provide two (2) copies of each day's imaged records on CD-ROM within two (2) working days.
- v. Deposit such checks into the main operating account.
- vi. Email the deposit information to County's designee.
- vii. Processed documents, deposit slips and other mail not containing checks will be mailed to county designee each business day.
- viii. Provide on-line access (web portal) to imaged EOB documents (statement stubs and checks) allowing immediate access to processed items.

## **VI. Sedgwick County's Responsibility**

- Designate a person to act as the county contract manager with respect to the work to be performed under this contract.
- Remit monthly payment in ACH format.
- The Sedgwick County Treasurer will mail all tax bills. The tax amount and control number will be OCR scan able on the bills. Based on the summary of daily activity and other reported available balances, the Treasurer will move all available balances reported at the end of each day's business. Any checks returned for insufficient funds after clearing the bank twice shall be sent to the Treasurer's Office. The Treasurer will provide a staff person to assist in resolving problems and coordinating tax processing as requested. This staff person will be available to come directly to the institution, if needed. Any returned items regarding EMS accounts will be sent to Finance by the Treasurer.

## **VII. Proposal Terms**

### **A. Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Kara Kingsley at [karakingsley@sedgwick.gov](mailto:karakingsley@sedgwick.gov) by 5:00 p.m. CDT, Wednesday, August 4, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CDT, Friday, August 8, 2017. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

### **B. Minimum Qualifications**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of 5 years' experience in providing services similar to those specified in this RFP.
- 2. Have an understanding of industry standards and best practices.
- 3. Have experience in managing projects of comparable size and complexity to that being proposed.

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4. Be duly qualified to do business in the State of Kansas upon contract award. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the Contract Documents and be legally bound by same.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Must provide secured handling of all county records and materials.
7. Be insured by the FDIC (Banking Services only).
8. Maintain a full-service home office or branch in Wichita, KS and have a branch network convenient to the County's operations (Banking Services only).
9. Pledge security for deposit of public funds in one of the manners set forth in the Sedgwick County Investment Policy (Banking Services only).
10. Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services (Banking services only).
11. Have the capacity to pledge the securities or an approved surety bond with a market value that will provide 102% collateralization on lock box deposits.
12. Maintain an ongoing amount of collateralization at \$10,000,000 in May and \$25,000,000 in December.
13. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
14. Have proper certifications(s) and/or license(s) for the services specified in the RFP
15. Provide project supervision (as required) and quality control procedures.
16. Have appropriate material, equipment and labor to perform specified services.
17. Park only in designated areas and display parking permit (if provided).
18. Wear company uniform or ID badge for identification purposes.

#### C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below:

Component	Points
1. Methodology and approach to scope of work	20
2. Pricing	20
3. Quality of references	20
4. Response completeness and thoroughness	20
5. Number of locations within the community	20
Total Points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.



D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	July 28, 2017
Questions and clarifications submitted in writing by 5:00 p.m. CDT	August 4, 2017
Addendum Issued	August 8, 2017
Sealed Proposal due before 1:45pm CDT	August 22, 2017
Evaluation Period	August 22 – September 14, 2017
Board of Bids and Contracts Recommendation	September 14, 2017
Board of County Commission Award	September 20, 2017

E. Contract Period and Payment Terms

A contractual period will begin November 15, 2017, following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

**Personal Injury:**

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

**Automobile Liability:**

Combined single limit \$500,000.00

**Professional Liability**

If required

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***Special Risks or Circumstances:***

***Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.***

**G. Indemnification**

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**H. Confidential Matters and Data Ownership**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

**I. Proposal Conditions**

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Proposal%20Terms%20%20Conditions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf)

**General Contract Provisions**

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

**Mandatory Contract Provisions**

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Mandatory%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

**Sample Contract**

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf)

### **VIII. Required Response Content**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

- A. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- B. Provide a description of contractor's firm, its organization, size and nature of services available.
- C. Provide information on the contractor's background, expertise and qualifications to provide the services outlined in this RFP.
- D. Provide applicable certificates/licenses as deemed necessary by local, state and federal laws.
- E. Provide resumes of key staff working on this project. Resumes shall include background qualifications, past work experience on large projects and similar work, and a summary of the anticipated role of each on this project.
- F. Acknowledge and address in sequential order and in detail the plan/verification of ability to meet scope of services, qualifications, conditions and stipulations as outlined in this proposal document.
- G. Provide at least three (3) references verifying exemplary service. These references **MUST** have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided, and a brief description of products/services provided.
- H. Provide audited financial statements for the past two (2) years.
- I. Provide two (2) of the most recent Uniform Bank Performance Reports (UBPR) (Banking services only).
- J. Provide and have an acceptable Community Reinvestment Act (CRA) rating report (Banking services only).
- K. Provide a description of how the County would rank relative to other customers of the bank in relationship to size and complexity of services.
- L. Provide external credit evaluation reports (Moody's, Fitch, S&P, etc.). Also, responding banks must provide pertinent information regarding financial strength and stability expected during the term of the proposed banking services contract.
- M. Supply a map of institution's main office and branch offices in the County with addresses and phone numbers. (Banking services only).
- N. Provide a project plan and timeline for implementation and transition.
- O. Provide the hours, location and staffing of customer service.
- P. Provide a bank reference statement and/or copy of the most recent, audited, annual financial statement.
- Q. Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
- R. Discuss any current local, state or federal (i.e. HCFA / HIPAA) violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
- S. List any active or pending fines, penalties or sanctions against the insurance agent, insurance agency, and/or the insurance company from any State Insurance Department during the previous three (3) years.
- T. Provide a statement discussing any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
- U. Identify any other expectations of the County not addressed in the request for proposal document.
- V. Provide any additional information relevant to expertise of the requested services that may assist the County in evaluating the proposal response.
- W. Provide a completed Proposal Response Form.

**IX. Pricing Sheet**

A contractual period will begin November 15, 2017, following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew. Sedgwick County reserves the right to award to multiple vendors. Vendors may choose which services they wish to respond to.

Please fill out the below pricing grid. All unit pricing will be firm/fixed pricing for the initial term. To help vendors who wish to respond to this RFP, Listed are 2016 volume figures. These volumes are not guaranteed and should only be used as a tool for your response.

	2016 Volume	Unit Price	Total Price
Account Maintenance	182	\$	\$
Other Credits	14	\$	\$
Other Debits	2	\$	\$
Overdraft Fee	2	\$	\$
Zero Balance Account	66	\$	\$
Statements	51	\$	\$
ck Image CD-Rom	12	\$	\$
Deposits	5039	\$	\$
Dep Items On-Us	60844	\$	\$
Dep Items Electronic	292983	\$	\$
Dep Items Foreign	1	\$	\$
Reclear Credits	525	\$	\$
Returned Deposited Items	459	\$	\$
Deposit Online Maintenance	24	\$	\$
Br Dep Processing lct	1373	\$	\$
Br. Coin Ordered lct	185	\$	\$
Loose Currency Notes Deposited	606561	\$	\$
Deposit	1778	\$	\$
Change Order Base Fee Auto	397	\$	\$
Bag Loose Coin	0	\$	\$
Bag Rolled Coin Deposited	0	\$	\$
Vault Deposit Discrepancy	6	\$	\$
Change Order Base Fee Phone/Fax	2	\$	\$
Straps of Currency ordered	880	\$	\$
Loose Currency Notes-Ordered	21940	\$	\$
box of Rolled Coin Ordered	60	\$	\$
Roll of Coin-Ordered	2633	\$	\$
Currency Straps	1	\$	\$
Tamper Proof Bag 9x12	25	\$	\$
Coin Envelopes	1	\$	\$
Checks Paid	15257	\$	\$
Stop Pay	13	\$	\$
Positive Pay Account Maint	48	\$	\$

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Positive Pay per item	54804	\$	\$
Positive Pay	0	\$	\$
Controlled Disbursement	38429	\$	\$
ACH Credits Received	13434	\$	\$
ACH Debits Received	3662	\$	\$
ACH Origination Maint	12	\$	\$
ACH Items Orig Online	2581	\$	\$
ACH Items Orig Upload	101704	\$	\$
ACH Return Debit	0	\$	\$
ACH Debit Filter Maint	0	\$	\$
ACH Pos Pay	73	\$	\$
Bus Online Wire-Maint	12	\$	\$
Bus Online Per Outgoing Wire	55	\$	\$
Incoming Wire	58	\$	\$
Outgoing Wire-Internet	0	\$	\$
Online Tokens	444	\$	\$
Treas Rptg Per Dep Acct	36	\$	\$
Treas Rptg Per Dep Acct	169	\$	\$
EDI Translation Monthly Maint	12	\$	\$
EDI Translation Per Item	8252	\$	\$
EDI Fax Report	0	\$	\$
Lock Box Base Fee	12	\$	\$
LBX Retail Exceptions	0	\$	\$
LBX Retail Per Items	127224	\$	\$
LBX Med-Pers Per Item	7920	\$	\$
LBX Med-Ins Per Item	7690	\$	\$
LBX Image Captured	18417	\$	\$

**X. Response Form**

**REQUEST FOR PROPOSAL**

**#17-0019**

**BANKING SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

STATE OF INCORPORATION or ORGANIZATION \_\_\_\_\_

COMPANY WEBSITE ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business: \_\_\_\_\_ Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ African American (05) \_\_\_\_ Asian Pacific (10) \_\_\_\_ Subcontinent Asian (15) \_\_\_\_ Hispanic (20)

\_\_\_\_ Native American (25) \_\_\_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business: \_\_\_\_\_ Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ Not Minority - Woman Owned (50) \_\_\_\_ African American-Woman Owned (55)

\_\_\_\_ Asian Pacific-Woman Owned (60) \_\_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_\_ Hispanic Woman Owned (70)

\_\_\_\_ Native American-Woman Owned (75) \_\_\_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: \_\_\_\_\_ Yes \_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**


Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

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**Attachment A – Investment Policy**

	<b>CHAPTER:</b> Fiscal Management		<b>POLICY:</b> <i>Investments</i>
			<b>PAGES:</b> 16
	<b>SUBJECT:</b> <i>Investment of public funds</i>		
<b>RELATED POLICIES:</b>	<b>ENABLING RESOLUTION:</b>  18-1999		
	<b>RESOLUTION DATE:</b>  <b>REVISED RESOLUTION &amp; DATE:</b>  182-2016 December 14, 2016 214-2015 December 9, 2015 164-2014 December 10, 2014 214-2013 December 11, 2013 153-2012 September 26, 2012 177-2009 October 21, 2009 254-2007 November 14, 2007 144-2000 August 16, 2000 18-1999 February 3, 1999		
<b>OFFICE WITH PRIMARY RESPONSIBILITY:</b> Finance			

**I.     Statement of Purpose**

The Board of Sedgwick County Commissioners (“the Board”) has authority to invest all funds held by, or belonging to Sedgwick County (“the County”) pursuant to *Kansas statutes* Annotated 12-1675. The purpose of this *investment* policy is to identify the *investment* objectives of the Board and to establish a set of guidelines to achieve the policy goals through these objectives. The objectives of this *investment* policy are as follows: *safety of principal*, maintenance of adequate *liquidity* and *yield* of the *investment portfolio*. Throughout this policy italicized words and phrases have the meanings provided for them in the Glossary of Terms.

1.     Policy Statement

It is the policy of the Board that, giving due regard to the *safety* and risk of *investment*, all available funds shall be invested in conformance with legal and administrative guidelines at the highest rates obtainable at the time of *investment*.

Effective cash management is recognized as essential to good fiscal management. An aggressive cash management and *investment* policy will be pursued to take advantage of *investment* interest as a viable

revenue source for all operating and capital funds; however, the *investment* policy and program is not administered to meet specific budgetary requirements or goals. The County's *portfolio* shall be managed in a manner responsive to the public trust and consistent with state and local law.

2. Application of Investment Policies

The *investment* policies adopted by the Board shall apply uniformly to all employees, officials, departments, agencies, boards, commissions, representatives and authorized agents in the performance of their official duties and to the processing and management of all *investment* transactions on behalf of the Board. These policies shall apply to all funds handled and managed by the County.

## II. General Objectives

The primary objectives, in priority order, of *investment* activities shall be *safety*, *liquidity*, and *yield*:

1. Safety

*Safety* of *principal* is the foremost objective of the *investment* program. *Investments* shall be made to ensure the preservation of capital by reducing *credit risk* and *interest rate risk*.

a. *Credit risk*

The County will minimize *credit risk*, the risk of loss due to the failure of the *security* issuer or backer, by:

- Pre-qualifying the financial institutions, *broker / dealers*, intermediaries, and advisers with which the County will do business
- Diversifying the *investment portfolio* so that potential losses on individual *securities* will be minimized
- Limiting *investments* to the types of *securities* listed in Section VI of this *investment* policy

b. *Interest rate risk*

The County will minimize the risk that the *market value* of *securities* in the *portfolio* will decline due to the changes in general *interest rates* by:

- Structuring the *investment portfolio* so that *securities* mature to meet cash requirements for ongoing operations, thereby minimizing the need to sell *securities* on the open market prior to *maturity*
- Investing *idle funds* primarily in *securities* with maturities of one year or less or the *Kansas Municipal Investment Pool* (MIP)
- Limiting *investments* to a maximum stated *maturity* of four years

2. Liquidity and Maximum Maturity and Maturity Distribution

The *investment portfolio* shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This will be accomplished by structuring the *portfolio* so that *securities* mature concurrently with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the *investment portfolio* will contain *securities* with active secondary resale markets. A portion of the *portfolio* may be placed in *investments* which offer one-day *liquidity* for short-term funds, such as *repurchase agreements* or the *Kansas Municipal Investment Pool*.

The County will always maintain adequate funds in the short term portions of the portfolio to cover operations. In general this may mean having approximately up to 20% of the *portfolio* maturing in the less than 1 year range to ensure adequate *liquidity*. While observing the main policy objective of preservation of capital the County will also try to take advantage of the yield curve by spreading *maturities* from funds not required for operations throughout the 1 year to 4 year horizon. The County will purchase 4 year *maturities* when deemed appropriate. The Investment Manager will have the discretion to place *maturities* throughout the 4 year horizon.

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 *investment* risk constraints and *liquidity* needs. Return on *investment* is a lower priority than the *safety* and *liquidity* objectives described above.

### III. Standards of Care

#### 1. Prudence

The standard of prudence to be used by *investment* officials shall be the “prudent person” *investment* rule and shall be applied to the management of the entire *portfolio*. *Investment* officials 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 *liquidity* and the sale of *securities* are carried out in accordance with the terms of this policy.

The “prudent person” rule states: “*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

Officers and employees 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. Employees and *investment* officials shall disclose any material interests in financial institutions with which they conduct business. Employees and officers shall not undertake personal *investment* transactions with the same individual with whom business is conducted on behalf of the County.

#### 3. Delegation of Authority

The Chief Financial Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. No person may engage in an *investment* transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer.

Responsibility for the operation of the investment program is delegated to the Investment Manager, who shall establish written procedures consistent with this investment policy. Procedures should include references to: *safekeeping, delivery vs. payment, investment* accounting, *repurchase agreements*, wire transfer agreements, and *collateral/depository agreements*.

### IV. Qualifications of Investment Officials

#### A. Chief Financial Officer

The Chief Financial Officer shall have a Master's Degree from an accredited college or university in finance, accounting, public/business administration, economics or a related field and at least five years related experience in a broad range of governmental operations, including experience in a managerial/supervisory capacity, or any equivalent combination of training and experience which provides the required knowledge, skills, abilities and competencies.

#### B. Director of Accounting

The Director of Accounting shall have at least three years of direct work experience in the areas of finance, accounting, or management of investments or shall have at least a baccalaureate degree from an accredited college or university and at least three years of direct work experience in the areas of finance, accounting, or management of investments.

C. Investment Manager

The Investment Manager shall be appointed by the Director of Accounting and shall be responsible for planning, directing, and managing the County's investment programs under the direction of the Director of Accounting in accordance with applicable statutes, rules and regulations, and policies of the County.

The Investment Manager shall meet qualifications established by the Director of Accounting with respect to the following:

- i. Education and training in a finance-related field;
- ii. Experience as an investment or trust officer for a financial institution, association or corporation, or experience in a finance-related field;
- iii. Experience in money market or fixed-income investments

V. **Safekeeping and Custody**

1. Internal controls

The Chief Financial Officer is responsible for establishing and maintaining an *internal control* structure designed to ensure that the *investments* of the County 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 (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The *investment* program shall be subject to an annual independent review by an external auditor to assure adequate *internal controls*. The *internal controls* shall address the following points:

- Control of *collusion*
- Separation of transaction authority from accounting and record keeping
- Custodial *safekeeping*
- Avoidance of physical delivery of *securities* other than *certificates of deposit*
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for *investments* and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

2. Delivery vs. payment

All trades will be executed by *delivery vs. payment (DVP)* to ensure that *securities* are deposited in an eligible financial institution simultaneously with the release of funds.

3. Safekeeping of Securities

*Securities* will be held by an independent third-party custodian selected by Sedgwick County as evidenced by *safekeeping* receipts in Sedgwick County's name. The *safekeeping* institution shall annually provide a copy of their most recent report on *internal controls*.

VI. **Suitable and Authorized Investments**

1. Idle funds

The *investments* authorized for *idle funds* under this policy shall be in conformance with K.S.A. 12-1675, K.S.A. 12-1677b and any other applicable statutes and amendments thereto. The following list represents the range of *investments* which the County will consider and shall be authorized for the *investment* of funds.

a. *United States government securities* and *agency securities*

The County may invest in obligations of the United States Government or any agency thereof insured as to *principal* and interest by the United States or any agency thereof and obligations and *securities* of

#17-0036

Sedgwick County...Working for you

United States-sponsored enterprises that under federal law may be accepted as *security* for public funds, except that none of the County's funds may be invested in government-agency-issued mortgage-backed *securities*.

b. *Repurchase agreements (Repo)*

The County may invest in *repurchase agreements* including tri-party agreements between the County and *commercial banks*, state or federally chartered savings and loan associations or federally chartered savings banks which have offices located in the County or approved government *securities* dealers. The purchaser in a *repurchase agreement* (repo) enters into a contractual agreement to purchase Treasury *securities* while simultaneously agreeing to resell these *securities* at a predetermined price and date.

c. Collateralized public deposits (*Certificates of Deposit*)

The County may invest in interest-bearing *time deposit* instruments issued by financial institutions that are authorized by *Kansas statutes*. The certificates of deposit are required to be backed by collateral.

d. Temporary notes

The County may invest in temporary notes issued by the County.

e. *Kansas Municipal Investment Pool*

The County may invest in a pool of funds managed by and under the authority of the Kansas Pooled Money Investment Board, in accordance with *Kansas statutes*.

f. *Bank Trust Departments with commercial banks*

The County may invest with *Trust Departments* of *commercial banks* with offices located in the County or with trust companies which have contracted to provide trust services under the provisions of K.S.A. 9-2107 and amendments thereto, which have offices located in Sedgwick County. These accounts will be secured as provided for under K.S.A. 9-1402 and amendments thereto. Authorized *investments* in these pools will be subject to the same terms, conditions and limitations as are applicable to the *Kansas Municipal Investment Pool*.

2. Bond Proceeds

The *investments* authorized for the proceeds of bonds (other than *industrial revenue bonds* for which the County is merely a conduit issuer) or temporary notes under this policy shall be in conformance with K.S.A. 10-131 and amendments thereto. The following list represents the range of *investments* which the County will consider and which shall be authorized for the *investment* of bond proceeds.

a. *Investments* authorized for *idle funds* by K.S.A. 12-1675.

b. Direct obligations of the United States Government or any agency thereof.

c. Obligations of *Fannie Mae*, *Federal Home Loan Banks* or the *Federal Home Loan Mortgage Corporation*.

d. *Repurchase agreements* secured by direct obligations of the United States Government or any agency thereof or obligations of *Fannie Mae*, *Federal Home Loan Banks* or the *Federal Home Loan Mortgage Corporation*.

e. *Investment Agreements* with or other obligations of a financial institution the obligations of which at the time of *investment* are rated in any of the three highest rating categories by Moody's Investors Service or Standard and Poor's Ratings Group.

- f. *Investment* in shares or units of a *money market fund* or trust, the *portfolio* of which is comprised entirely of *securities* in direct obligations of the U.S. Government or any agency thereof or obligations of *Fannie Mae*, *Federal Home Loan Banks* or *Federal Home Loan Mortgage Corporation*.
- g. Receipts evidencing ownership interests in *securities* or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of *Fannie Mae*, *Federal Home Loan Banks* or *Federal Home Loan Mortgage Corporation*.
- h. *Municipal bonds* or other obligations issued by any municipality of the State of Kansas as defined in K.S.A. 10-1101 and amendments thereto which are general obligations of the municipality issuing the same.
- i. Bonds of any municipality of the State of Kansas as defined in K.S.A. 10-1101 and amendments thereto which have been refunded in advance of their *maturity* and are fully secured as to payment of *principal* and interest thereon by deposit in trust, under escrow agreement with a bank, or *securities* in direct obligations of the United States Government or any agency thereof or obligations of *Fannie Mae*, *Federal Home Loan Banks* or *Federal Home Loan Mortgage Corporation*.
- j. Sedgwick County's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto.

### 3. Collateral Requirements

To qualify as a *depository* under K.S.A. 9-1401 et seq., a bank, trust company, savings and loan association, or savings bank must *collateralize* County deposits (the amount of money on deposit with an institution at any given time) by either *securities*, *corporate surety bonds*, *Federal Home Loan Bank* Letter of Credit, or the *Certificate of Deposit Account Registry Services (CDARS)* network.

#### a. *Securities*

The financial institution may pledge or assign for the County's benefit sufficient *securities*, the *market value* of which is at least 102% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and mortgages as contemplated by K.S.A. 9-1402 are not to be accepted by the County. Allowable *securities* are limited to:

- Direct obligations of, or obligations insured by, the U.S. Government or any agency thereof.
- Obligations and *securities* of U.S. government-sponsored corporations which, under federal law, may be accepted as *security* for public funds.
- Bonds of any Kansas municipality which have been refunded and are secured by U.S. obligations.
- Bonds of the State of Kansas.
- *General obligation bonds* of any Kansas municipality.
- General obligation temporary notes of Sedgwick County Kansas.

Allowable *securities* are also limited to having maturities of four years or less.

#### b. *Corporate surety bond*

The financial institution may provide a *corporate surety bond* of a surety corporation authorized to do business in Kansas in an amount equal to the amount on deposit including interest accrued.

#### c. *Federal Home Loan Bank* Letter of Credit

The financial institution may provide a letter of credit from the *Federal Home Loan Bank* in Topeka, KS, in an amount equal to the funds on deposit including interest accrued.

#### d. *Certificate of Deposit Account Registry Services (CDARS)*

The financial institution may place the deposit into the *CDARS* network. Funds cannot be placed with another *depository* within the County. Also, funds can only be placed in a reciprocal transaction.

## VII. *Investment Parameters*

### 1. *Diversification*

The *investments* shall be diversified by:

- Limiting *investments* to avoid over-concentration in *securities* from a specific issuer or business sector (excluding U.S. Treasury *securities*)
- Limiting *investment* in *securities* that have higher *credit risks*
- Investing in *securities* with varying maturities
- Continuously investing a portion of the *portfolio* in readily available funds such as the *Kansas Municipal Investment Pool*, *money market funds* or overnight *repurchase agreements* to ensure that appropriate *liquidity* is maintained in order to meet ongoing obligations.

- a. The following maximum limits, by instrument, are established for the County's total *investment portfolio*:

<i>Investment Type</i>	<b>Maximum Percentage of <i>Portfolio</i></b>
<i>Repurchase agreements</i> *	15%
<i>Certificates of Deposit</i> -No more than 5% of the total <i>portfolio</i> can be with any one institution	100%
<i>United States government securities</i>	80%
<i>Agency securities</i> -Callable obligations are limited to 40% of the total U.S. Government Agency obligations -No more than 60% of the <i>portfolio</i> can be invested in the <i>securities</i> of a single issuer.	80%
<i>Kansas Municipal Investment Pool Fund (MIP)</i> *	25%
<i>Bank Trust Department Municipal Pools</i>	15%
<i>Temporary Notes</i>	10%

\*The limit on repurchase agreements and Kansas MIP deposits may not exceed 75% of the portfolio for a maximum of forty-five (45) days during each of the May and December tax seasons

- b. Additional *investments* established for bond proceeds are as follows: Maximum limits are listed by instrument as a percentage of the County's *portfolio* value. Invested amounts are not to exceed: 20% for *money market funds*; 10% for *G.O. bonds* of Kansas municipalities.

### 2. *Maturities*

The County shall attempt to match its *investments* with anticipated *cash flow* requirements. The County will not directly invest in *securities* maturing more than four years from the date of purchase, in accordance with *Kansas statutes*.

The sale of *securities* before *maturity* shall require the prior approval of the Director of Accounting, Chief Financial Officer, or County Manager, any of whom may approve the sale based on the following reasons:

- a. A *security* with declining credit may be sold early to minimize loss of *principal*.
- b. A *security* swap would improve the quality, *yield*, or target *maturity* of the *portfolio*.
- c. *Liquidity* needs require that the *security* be sold.

In the matter of one of the three events listed above where the County requires the immediate selling of *investments*, the Investment Manager shall consult with the Director of Accounting on the course of action. The Investment Manager and Director shall determine the *securities* to sell. Market conditions will be the most important factor affecting this decision. The selected *securities* will be those that present a positive capital gain, meaning they were purchased with a higher *yield* than what the current market offers. The Investment Manager and the Director will notify the Chief Financial Officer of this course of action.

### 3. Competitive Placement of Funds

In compliance with *Kansas statute* K.S.A 12-1675, funds will first be offered to banks and other eligible financial institutions located within the County. Annually, the County will send letters to banks and other eligible financial institutions located within the County to determine if any of those entities wish to bid on the County's *investments* during the upcoming 12 months. Those institutions which respond as willing to bid on the County's *investments* will be added to the County's authorized list of financial institutions. For *certificate of deposit* transactions, the County will solicit bids from the authorized list of financial institutions. For other competitive *investment* transactions, the County will solicit bids from at least three (3) financial institutions and/or *broker/dealers*.

The exception to this may be when purchasing new issue government *agency securities* when the price is the same through all brokers and the issuing agency pays the selling commission directly to the broker. In addition, *investments* with the *Kansas Municipal Investment Pool*, *money market funds* and daily *investment repurchase agreements* with the main operating bank are not considered biddable *securities*.

## VIII. Reporting

### 1. Methods

The Investment Manager shall prepare a weekly report summarizing the week's *investment* activities. This report shall be provided to key County financial officers.

The Investment Manager shall prepare a detailed quarterly report, including a management summary and analysis of the status of the current *investment portfolio* and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the County to ascertain whether *investment* activities during the reporting period conformed to the *investment* policy. The report will be provided to the Board of County Commissioners, County Manager, and key County financial officers. The report will include the following:

- a. Listing of individual *securities* held at the end of the reporting period.
- b. *Realized gains or losses* or unrealized gains or losses resulting from *appreciation* or depreciation by listing the cost and *market value* of *securities*.
- c. Weighted average *yield to maturity* of the *portfolio* of *investments* as compared to the applicable benchmark.

- d. Listing of *investments* by *maturity date*.
  - e. Percentage of the total *portfolio* which each type of *investment* represents.
  - f. Percentage of the total *portfolio* which each institution holds.
2. Performance Standards  
The *investment portfolio* will be managed with the objective of regularly meeting or exceeding selected performance benchmarks in accordance with the parameters specified within this policy.  
  
The performance benchmark is the one year U.S. Treasury Bill.
  3. Marking to market  
The *market value* of the *portfolio* shall be calculated at least monthly and a statement of the *market value* of the *portfolio* shall be issued at least monthly. The *market values* of all *securities* in the *portfolio* will be obtained from a reputable and independent source. The report will include the *market value*, book value and unrealized gains or losses of *securities* in the *portfolio*.
  4. Safekeeping / Custodian Reports  
The *safekeeping* agent shall prepare a holdings report and a transaction summary report monthly. In addition, the *safekeeping* agent shall value collateral *securities* on a weekly basis and report values for each bank sub-custodial account.
  5. Rate Shock Analysis  
Quarterly, a rate shock analysis will be performed on the *investment portfolio*. The Investment Manager will review the results of the analysis with the Accounting Director.

## IX. Policy Considerations

1. Exemption  
Any *investment* held on the date of adoption of this policy 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. Amendments  
This policy shall be approved by the Board on an annual basis prior to submitting annual review materials to MIPS.

### *Appendix: Glossary of Terms*

The following is a glossary of key terms which appear in Sedgwick County's *Investment Policy*.

**Agency securities** - A debt *security* issued by a federal agency. Federal agencies are backed by the full faith and credit of the U.S. Government.

**Appreciation** - The increase in value of an asset.

**Broker** - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money.

**Cash flow** - Cash receipts minus disbursements from a given asset, or group of assets, for a given period. An analysis of the movement of cash through a venture as contrasted with the earnings of the venture.

**Certificate of Deposit** - A *time deposit* with a specific *maturity* evidenced by a certificate.

**Certificate of Deposit Account Registry Services (CDARS)** – A deposit placement service offered by Promontory Interfinancial Network in which a group of FDIC insured financial institutions reciprocate deposits with one another to provide large deposits FDIC insurance on the entire deposit.

**Collateralization** - Process by which a borrower pledges *securities* or deposits for the purpose of securing the repayment of a loan and/or *security*.

**Collusion** - A secret agreement between two or more persons for a fraudulent purpose.

**Commercial bank** - A bank, the *principal* functions of which are to receive demand deposits and to make short-term loans.

**Corporate surety bond** - A contractual arrangement between the surety, the *principal* and obligee whereby the surety agrees to protect the obligee if the *principal* defaults in performing the *principal's* contractual obligations. The bond is the instrument which binds the surety.

**Credit risk** - The risk to an investor that an issuer will default in the payment of interest and/or *principal* on a *security*.

**Depository** – A financial institution authorized to hold deposits of County funds.

**Diversification** - A process of investing assets among a range of *security* types by sector, *maturity* and quality rating.

**Delivery vs. payment (DVP)** - A type of *securities* transaction in which the purchaser pays for the *securities* when they are delivered either to the purchaser or his/her custodian.

**Fannie Mae** – *Fannie Mae* (formerly the Federal National Mortgage Association) is a private stockholder-owned corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. *Fannie Mae's securities* are also highly liquid and are widely accepted. *Fannie Mae* assumes and guarantees that all *security* holders will receive timely payment of *principal* and interest.

**Federal Home Loan Bank (FHLB)** - Government-sponsored wholesale banks which lend funds and provide correspondent banking services to member *commercial banks*, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing-related assets of its members who must purchase stock in their district Bank.

**Federal Home Loan Mortgage Corporation (FHLMC)** - A federal agency which purchases first mortgages from members of the Federal Reserve System and the *Federal Home Loan Bank* System. Commonly called "Freddie Mac."

**General Obligation Bonds (G.O. Bonds) or Notes** - Bonds or notes secured by the "full faith and credit" of the issuing government and backed by revenues from its taxing power.

**Idle funds** - Money which is not immediately required for the purposes for which it was collected or received.

**Industrial revenue bonds** - A specific type of revenue bond whose proceeds are used to finance the purchase or construction of facilities or equipment to be leased to a private corporation. The bonds are backed by the credit of the corporation.



**Interest rate** - The annual rate of interest received by an investor from the issuer of fixed-income *securities*. The percentage of an amount of money which is paid for its use for a specified time.

**Interest rate risk** - The risk associated with declines or rises in *interest rates* which cause an *investment* in a fixed-income *security* to increase or decrease in value.

**Internal controls** - An *internal control* structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The *internal control* structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

**Investment** - Commitment of money to gain profit or interest as by purchasing *securities*.

**Investment Agreements** - An agreement with a financial institution to borrow public funds subject to certain terms and conditions regarding *collateralization*, *liquidity* and *interest rates*.

**Kansas Municipal Investment Pool (MIP)** - The State of Kansas offers a Local Government Investment Pool (LGIP) entitled "State of Kansas Municipal Investment Pool", which is governed by the State of Kansas Pooled Money Investment Board.

**Kansas statutes** - A written law enacted by the Kansas State Legislature.

**Liquidity** - Refers to the ability of an instrument to be converted into cash rapidly without substantial loss of value.

**Market value** - The price at which a *security* is trading and could be purchased or sold on a given day.

**Marking to market** - The process whereby the book value or collateral value of a *security* is adjusted to reflect its current *market value*.

**Maturity** - The length of time an *investment* is held.

**Maturity date** - The date on which payment of a financial obligation is due. The final stated *maturity date* is the date on which the issuer must retire a bond and pay the face value to the bondholder.

**Money market fund** - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds.)

**Portfolio** - Collection of *securities* held by an investor.

**Principal** - (1) The face amount or par value of a debt *security*. (2) One who acts as a dealer buying and selling for his own account.

**"Primary" dealer** - Government *securities* dealers included in the "List of Government *Securities* Dealers Reporting to the Market Reports Division of the Federal Reserve Bank of New York (NY Fed)" that submit daily reports of market activity and positions and monthly financial statements to the NY Fed and are subject to its informal oversight. Primary dealers include SEC-registered *securities broker* -dealers, banks and a few unregulated firms.

**Realized gain or loss** - The amount of realized gain from the sale or other disposition of property is the excess of the amount realized over the adjusted basis of the property; the amount of realized loss is the excess of the property's adjusted basis over the amount realized.

**Repurchase agreement (Repo)** - An agreement of one party to sell *securities* at a specified price to a second party and a simultaneous agreement of the first party to repurchase the *securities* at a specified price at a specified later date.

**Safekeeping** - The holding of *securities* by a financial institution on behalf of the owner.

**Safety** - Freedom from risk.

**Securities** - Documents that can be traded for value; an instrument of ownership or debt used to finance government and corporate entities.

**Time deposits** - A savings account or *Certificate of Deposit* in a *commercial bank*.

**Trust Department** - A department of a bank which is authorized to serve in a fiduciary capacity.

**United States government securities (Treasuries)** - Bonds, notes, treasury bills or other *securities* constituting direct obligations of, or obligations the *principal* of and interest on which are fully and unconditionally guaranteed as to the full and timely payment by the United States of America.

**Unrealized gain or loss** - A profit or loss that has not yet materialized. An example of an unrealized profit would be an appreciated stock in which the price has increased but, if the stock is not sold, the profit is considered an unrealized gain.

**Yield** - The current rate of return on an *investment security* generally expressed as a percentage of the *security's* current price.



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Purchasing Division  
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<http://sedgwickcountytv.org/finance/purchasing.asp>

ADDENDUM #1  
#17-0036  
BANKING SERVICES

August 2, 2017

The following is to ensure that vendors have complete information prior to submitting a response. Below are some clarifications regarding BANKING SERVICES:

Questions and/or statements of clarification are in bold font, and *answers to specific questions are italicized.*

1. Can the County confirm that a Federal Home Loan Bank Letter of Credit from a Federal Home Bank location other than Topeka would suffice for deposit collateral securities? Our bank's relationship is with the FHLB of Atlanta. *Answer: Per Sedgwick County's current investment policy, it has to be FHLB in Topeka. However, State statute does not specify the Topeka location, and our policy could be revised if needed.*

2. Please provide the average balances for each of the deposit accounts (except ZBA's) or a copy of a representative banking statement for each. *Answer:*

	Average Balance as of June 2017
Operating Account	\$ 15,000,360.00
Sedgwick County Parks	\$ 2,843.00
COMCARE Adult Programs	\$ 3,977.00
Sedg. Cty Youth Program	\$ 1,411.00
JDF	\$ 1,687.00
Aging Emergency Aid	\$ 990.00
Housing Authority Vouchers	\$ 105,454.00
CDBG Micor Loan Program	\$ 120,419.00
Inmate Trust Fund	\$ 115,536.00
Inmate	\$ 6,563.00

3. Is the County will to award the banking services portion of the contract to a different provider than the lockbox portion? Are they the same provider or different providers today? *Answer: Yes, we are willing to split up this service. Currently they are with the same bank.*
4. Please list the current providers for each portion of the RFP. *Answer: Banking Services – Intrust Bank, Purchase Card Program – Bank of America, Safekeeping Services – UMB Bank, Remote Deposit Services – Intrust Bank, Lockbox Services – Intrust Bank.*

5. In the Pricing model, statements are listed with a quantity of 51. Are these paper statements for each deposit account or does the County receive these statements electronically? *Answer: A majority of our accounts receive a paper and an electronic statement. This particular statement quantity, 51, is for our operating account. This account receives a weekly statement and this is the annual volume for receiving this particular statement.*
6. On page 7 – 10, Section V.E. Lockboxes, Sedgwick County will not require that the lockboxes be located in Wichita, KS.
7. On page 10, Section VII.A., the correct email address to send any questions or clarifications should be [kara.kingsley@sedgwick.gov](mailto:kara.kingsley@sedgwick.gov).
8. Any additional questions should be emailed to [kara.kingsley@sedgwick.gov](mailto:kara.kingsley@sedgwick.gov) by 5:00 pm on Friday, August 4, 2017. A second addendum will be issued Tuesday, August 8, 2017.

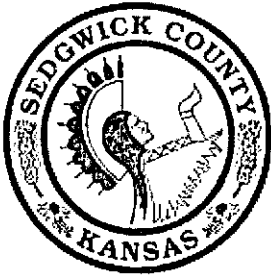
Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 p.m. August 22, 2017**. Late *proposals* will not be accepted and will not receive consideration for final award.

**“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE *PROPOSAL* RESPONSE PAGE.”**



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Kara Kingsley  
Purchasing Agent



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DIVISION OF FINANCE  
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ADDENDUM #2  
#17-0036  
BANKING SERVICES

August 8, 2017

The following is to ensure that vendors have complete information prior to submitting a response. Below are some clarifications regarding BANKING SERVICES:

Questions and/or statements of clarification are in bold font, and *answers to specific questions are italicized.*

1. **Can we respond only to certain sections of the RFP or do we need to propose for all banking services? IE: Is it an acceptable response if we only propose for the lockbox services, or only propose for the account services and not a lockbox service or propose a lockbox and account with no Investment Services?** *Answer: Yes.*
2. **Section V. E. Lockboxes, 1. Treasurer's Office. Xiii. The second to last bullet item on page 9. The statement that reads "County's banking rate which is the Fed Funds – 15 basis points." could easily be miss-read as the rate being "the Fed Funds rate "Minus" 15 bps. The rate is not tied to the Fed Funds Rate any longer and the actual rate is 15 bps.** *Answer: Please disregard the sentence "The preference is to match the county's banking rate which is the Fed Funds – 15 basis points."*
3. **In Addendum #1 item #6 there appears to be a statement that the lockboxes are NOT required to be located in Wichita KS. Regarding specifically the Treasurer's Office Lockbox, work is only processed by the bank during two 45 -60 day periods during Tax due dates, at all other times it is County staff that picks up the mail/payments. I believe this requirement does require at least the Treasurer's Office Lockbox/PO Box to be located in Wichita, Ks.** *Answer: We only use this particular lockbox during the two 45-60 day periods during Tax due dates. After the peak tax collection period ends, we do not utilize the box.*
4. **Section VII. B. Minimum Qualifications #12. I believe this item is meant to identify the overall balance requirement during tax payment collection and distribution times. The County's Investment Policy does not allow a bank to waive the collateral requirements during these time as the Kansas Statutes allow for. Funds during these times actually average closer to \$90,000,000 and have peak balance for up to 2 days of \$250,000,000. Banks will need to understand these peak balances as securities will be required for the full amount for either deposit collateral of for the purpose of Overnight Repurchase Agreements.** *Answer: The County's Investment Policy does not allow a bank to waive the collateral requirements during peak tax time as the Kansas Statutes allow for. Funds during these times actually average closer to \$90,000,000 and have peak balance for up to 2 days of \$250,000,000. Please understand these peak balances as securities will be required for the full amount for either deposit collateral of for the purpose of Overnight Repurchase Agreements.*

5. **Clarification:** *The County distributes its tax collections via ACH and that an ACH Origination Limit of approximately \$300,000,000 will be required for two distributions per year.*
6. **Clarification:** *On the pricing document as there are currently 4 operating lockboxes, the lockbox items should include 1 Base Fee for "Retail" and 3 Base Fees for "Lock Box" as outlined below:*

	2016 Volume
Retail Lock Box Base Fee	12
LBX Retail Exceptions	0
LBX Retail Per Items	127224
Lock Box Base Fee	36
LBX Med-Pers Per Item	7920
LBX Med-Ins Per Item	7690
LBX Image Captured	18417

7. **Page 6: Section V.B. Purchase Cards – Sedgwick currently has 468 purchasing cars with \$2MM in spend. We can calculate average annual usage per card of around \$4,275 and need more information regarding Average Transaction Size.** *Answer: Average transaction is \$145.81.*
8. **Page 7: RDC, do you have contact information for whoever deals with Onbase, SAP, and Thompson Reuters GRM?** *Answer: Rick Nuss for OnBase and GRM, Mike Elpers for SAP. During the RFP process vendors should not contact anyone other than the buyer.*
9. **Page 7: Section V.E Lockbox – Request for 4 separate lockboxes: Treasurer's Office, Emergency Medical Services, COMCARE, and Finance. Please confirm accuracy of 38,000 lockbox receipts between 4/1 and 5/31 and 155,000 lockbox receipts between 11/15 and 12/31.** *Answer: Reviewing the Treasurers lockbox numbers, it was found that I picked up an incorrect number. 38,000 lockbox receipts between 4/1 and 5/31 are accurate and the lockbox receipts between 11/15 and 12/31 should have stated approximately 90,000. I do apologize for the confusion with this. We have several customers who pay their taxes in full during the 11/15 and 12/31 timeframe when first half taxes are due. Second half taxes are due during the 4/1 and the 5/31 time frame.*
10. **EMS lockbox: "vendor will open, process and deposit approximately 15,000 accounts." Does this mean items and/or checks?** *Answer: Items.*
11. **COMCARE lockbox: "vendor will open, process and deposit approximately 5,000 accounts." Does this mean items and/or checks?** *Answer: Items.*
12. **Finance lockbox: "vendor will open, process and deposit approximately 1,500 accounts." Does this mean items and/or checks?** *Answer: Items.*
13. **Page 11 #11 – "Provide 102% collateralization on lock box deposits." Why is this needed if already collateralizing deposits? Is this in addition to the 102% collateralization of County deposits?** *Answer: This is included with the 102% collateralization on total County deposits, not in addition to. We just want to make sure our lockboxes are covered as well with this statement.*
14. **Page 11 #12, what is the purpose of maintaining an ongoing amount of collateralization at \$10MM in May and \$25 MM in December? Is this in addition to the 102% collateralization of County deposits?** *Answer: Please see answer to question #4 above.*

15. **Page 15: Section IX Pricing Sheet, the numbers in the spreadsheet for lock box do not match what is in the narrative of the RFP. Which set of numbers should we evaluate our pricing on?** *Answer: See clarification in answer to question #6 and #9 above.*
16. **We requests a recent Account Analysis statement.** *Answer: See attached.*
17. **We requests a copy of the banking contract the County is currently operating under.** *Answer: See attached.*
18. **Is merchant card processing a service we can include in the proposal? If so, can we get information on the County's merchant card activity?** *Answer: No, it is not included in this RFP.*
19. **Page 7, D.1, Remote Deposit Services: Sedgwick County does currently utilize this service for tag deposits. The service that the county chooses must interface with SAP financial system, OnBase imaging system and Thompson Reuters GRM product. Please advise as to what file types these systems can ingest.** *Answer: SAP prefers delimited text files.*
20. **Page 6, A. 12, iii Trust services, do you have any specific services in mind?** *Answer: No, we are just trying to see what may be out there and what may be out there that would benefit the County.*
21. **Is Merchant Services a separate RFP?** *Answer: Yes*
22. **IX. Pricing Sheet refers to an annual volume of 24 for Deposit Online Maintenance. Is this remote deposit? If so, do you have multiple locations or multiple accounts? If not, please describe what this fee represents.** *Answer: Yes, this is related to the scanners used and remote deposit. Remote deposit is used at one tag office location.*
23. **IX. Pricing Sheet refers to an annual volume of 12 lockbox base fees however, page 7, E. references 4 separate lockbox accounts. Also, total per items for LBX equal 161,251, however, if you add up the amounts listed on page 7, E. 1, page 9, 2., page 9, 3., and page 10, 4., they total 214,500. Please clarify.** *Answer: Per item totals per pricing spreadsheets adds up to 142,834, the number of 161,251 is including the LBX image capture number too. Please see answer to question #9 for further clarification.*
24. **IX. Pricing Sheet referring to line item: vault deposit discrepancy. Are you utilizing cash vault services or are your deposits all processed through the branch?** *Answer: We are utilizing cash vault services. Our deposits are picked up by an armored car service and delivered to the vault.*
25. **Please clarify Coin Envelopes. Is this for a box? If so, how many are in a box? What are these utilized for?** *Answer: Yes, this is for a box of 500. When Treasurer's office sends deposit to bank, they use these envelopes to put their loose coin in.*
26. **IX. Pricing Sheet please clarify EDI Translation, EDI Translation per Item, EDI Fax Report.** *Answer: This is for Electronic Data Interchange. The Treasurer's office uses a remittance processor to submit their deposits to the bank. The EDI Translation has a fee for monthly maintenance and then a fee for per item. A confirmation was originally sent by fax, but now that confirmation comes to us via email.*
27. **Is the county open to reviewing vendor (AP) spend?** *Answer: Yes.*
28. **How many commercial card transaction do you process per month? (We have that you spend \$2 million in annual spend).** *Answer: The commercial card transactions would be associated with merchant service and this RFP does not include merchant service. Our annual spend of \$2 million is on purchasing cards issued to our employees.*

29. Card liability – is your program currently corporate or individual liability? *Answer: Corporate.*

30. Are you open to corporate liability? *Answer: Yes.*

31. Do you have any fleet spend? *Answer: Our fire department has a couple cards that are set up for fuel purchases only.*

32. Does your current card provider accept liability for unauthorized use? *Answer: Yes.*

Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 p.m. August 22, 2017**. Late *proposals* will not be accepted and will not receive consideration for final award.

**“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE *PROPOSAL* RESPONSE PAGE.”**



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Kara Kingsley  
Purchasing Agent





SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
Purchasing Division  
Joseph Thomas, Purchasing Director  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
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<http://sedgwickcountv.org/finance/purchasing.asp>

ADDENDUM #3  
#17-0036  
BANKING SERVICES

August 15, 2017

The following is to ensure that vendors have complete information prior to submitting a response. Below are some clarifications regarding BANKING SERVICES:

Questions and/or statements of clarification are in bold font, and *answers to specific questions are italicized.*

1. *Please see attachment mentioned in E. 1. Xiii point #2.*
2. *Please disregard the statement in E. 1. Xiii point #17.*

Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 p.m. August 22, 2017.** Late *proposals* will not be accepted and will not receive consideration for final award.

**"PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE."**

A handwritten signature in cursive script, reading "Kara Kingsley".

Kara Kingsley  
Purchasing Agent

## Batch = 1 Subtotals

Debit Count =	112	Debit Amount: \$	157,560.28
Credit Count =	113	Credit Amount: \$	157,560.28
Total Count =	225	Total Amount: \$	0.00

## Batch = 2 Subtotals

Debit Count =	2	Debit Amount: \$	3,213.55
Credit Count =	4	Credit Amount: \$	3,213.55
Total Count =	6	Total Amount: \$	0.00

## Batch = 3 Subtotals

Debit Count =	56	Debit Amount: \$	72,321.67
Credit Count =	56	Credit Amount: \$	72,321.67
Total Count =	112	Total Amount: \$	0.00

## Batch = 4 Subtotals

Debit Count =	22	Debit Amount: \$	221,654.66
Credit Count =	91	Credit Amount: \$	221,654.66
Total Count =	113	Total Amount: \$	0.00

## Batch = 5 Subtotals

Debit Count =	25	Debit Amount: \$	24,132.93
Credit Count =	25	Credit Amount: \$	24,132.93
Total Count =	50	Total Amount: \$	0.00

## Batch = 6 Subtotals

Debit Count =	1	Debit Amount: \$	915.52
Credit Count =	2	Credit Amount: \$	915.52
Total Count =	3	Total Amount: \$	0.00

## Batch = 7 Subtotals

Debit Count =	39	Debit Amount: \$	336,067.13
Credit Count =	39	Credit Amount: \$	336,067.13
Total Count =	78	Total Amount: \$	0.00

## Batch = 8 Subtotals

Debit Count =	21	Debit Amount: \$	33,944.14
Credit Count =	47	Credit Amount: \$	33,944.14
Total Count =	68	Total Amount: \$	0.00

## Batch = 9 Subtotals

Debit Count =	110	Debit Amount: \$	266,594.79
Credit Count =	132	Credit Amount: \$	266,594.79
Total Count =	242	Total Amount: \$	0.00

## Batch = 10 Subtotals

Debit Count =	1	Debit Amount: \$	81,346.96
Credit Count =	68	Credit Amount: \$	81,346.96
Total Count =	69	Total Amount: \$	0.00

Grand Total Debit Count =	389	Grand Total Debits: \$	1,197,751.63
Grand Total Credit Count =	577	Grand Total Credits: \$	1,197,751.63
Grand Total Count =	966	Grand Total Amount: \$	0.00



SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
Purchasing Division  
Joseph Thomas, Purchasing Director  
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Phone: 316 660-7255 Fax: 316 383-7055  
<http://sedgwickcounty.org/finance/purchasing.asp>

ADDENDUM #4  
#17-0036  
BANKING SERVICES

August 17, 2017

The following is to ensure that vendors have complete information prior to submitting a response. Below are some clarifications regarding BANKING SERVICES:

Questions and/or statements of clarification are in bold font, and *answers to specific questions are italicized.*

1. *The due date for responses will be pushed back by three weeks. The new due date is September 12, 2017.*
2. *Please contact Kristen McGovern, [Kristen.McGovern@sedgwick.gov](mailto:Kristen.McGovern@sedgwick.gov), for any further questions or clarifications. She will be the lead buyer for this RFP.*

Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 p.m. September 12, 2017.** Late *proposals* will not be accepted and will not receive consideration for final award.

**"PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE."**

A handwritten signature in cursive script, reading "Kara Kingsley".

Kara Kingsley  
Purchasing Agent



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
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<http://sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#17-0036**  
**BANKING SERVICES**  
**ADDENDUM #5**

September 7, 2017

The following is to ensure that vendors have complete information prior to submitting a proposal. Here are some clarifications regarding the proposal for **BANKING SERVICES**. Questions and/or statements of clarification are in **bold** font, and answers to specific questions are *italicized*.

- 1. The actual mailing of the statements will be to a post office box located in Wichita, Kansas. The bank is only required to process during two 45-60 day periods. If a bank wants to pick up the mail in Wichita and process elsewhere, that is acceptable. The Treasurer's Office continuously receives payments and prefers it not going outside of Wichita. The address on the statements cannot be changed.**

Firms interested in submitting a proposal, must respond with complete information and all supplementary materials and **deliver on or before 1:45 p.m. (CDT), Tuesday, September 12, 2017**. Late proposals will not be accepted and will not receive consideration for final award.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE**

A handwritten signature in black ink, reading "Kristen McGovern".

Kristen McGovern  
Senior Purchasing Agent