



TOWN OF ESSEX

REQUEST FOR PROPOSALS – BANKING SERVICES

RESPONSES DUE: NOON, November 1, 2019

GENERAL INFORMATION

The Town of Essex, Connecticut, (hereafter referred to as “the Town” or “Town”), invites qualified banking institutions to submit proposals to provide banking services as described herein. For the fiscal year ending June 30, 2020, the Town is estimating total revenues of \$24,195,150 and expenditures of \$24,195,150. The Town’s monthly total bank balances for fiscal year 2018-2019 averaged between \$7,848,272 and \$15,164,365.

CONDITIONS QUALIFYING A BANKING INSTITUTION

Respondents must meet all of the following conditions:

- (1) **Designated Depository:** Respondents must be a qualified public depository pursuant to the Connecticut General Statutes (Revised), Sections 7-402 and 36a-330. The qualified designation must remain in effect for the duration of the banking services contract.
- (2) **Financial Information:** Respondents must submit financial statements for the past three years, including appropriate notes to the financial statement and an unqualified auditor’s opinion,

In addition, respondents should submit either:

- (A) Evidence of a rating by Bauer Financial of four stars or better or an equivalent rating from another independent rating agencies for the past 24 months. If such a rating is not available, please provide the following information for the past four (4) fiscal years. These are to be submitted as Attachment B:

1. Liquidity:
 - a.) Temporary investments to total assets
 - b.) Volatile liability dependence
 - c.) Net loans and leases to deposits
2. Asset Quality:
 - a.) Net charge-offs to average loans
 - b.) Loan loss reserves to total loans
 - c.) Non-performing loans to total loans
 - d.) Loan loss reserves to loan charge-offs
 - e.) Gross loans to total assets
3. Profitability:
 - a.) Return on earning assets
 - b.) Return on equity
4. Capital Adequacy:
 - a.) Primary capital to total assets

- b.) Total capital to assets
- c.) Equity growth to assets growth
- d.) Dividends as a percent of net operating income

5. Management:

- a.) Total overhead expenses to average assets
- b.) Total deposits over \$100,000 to total deposits
- c.) Brokered deposits to total deposits
- d.) Total standby letters of credit to total assets
- e.) Percent of Federal Funds sold to average assets

6. Maximum Municipal Deposit Amount per the statutory limitation of CGS Section 7-402.

- (3) **Collateralization:** Depository banks must pledge necessary Portfolio Securities in excess of FDIC coverage as collateral on the Town of Essex deposits in compliance with Connecticut General Statutes 36a-333 (formerly) 36-386. Collateralization is required on both demand deposits and investments. Reporting must be quarterly and contain the bank contact person's name and address.
- (4) **Location:** Identify the nearest branch banking facility to be used. Should a branch banking facility not be located in the Town of Essex, specify the services to be provided in lieu of an available branch. In either case, the full range of banking services required by this RFP is to be available.
- (5) **Federal Reserve Member:** The Town prefers a bank that is a member of the Federal Reserve System. Banks that are not members of the System shall identify their correspondent member bank. The Bank will not charge the Town for any transactions that are processed through that correspondent relationship.
- (6) **Reporting:** Each provider shall submit a copy of their quarterly Uniform Bank Performance Reports (Schedule RC only) and their annual financial reports for the past three years. These reports will be used by the Town in determining the financial soundness of the contractor. The successful institution shall, during the duration of this contract, continue to furnish the Town with updated issues of each call report and quarterly and annual financial reports in a timely manner. Each bank must disclose any adverse audit findings, outstanding restrictions or sanctions imposed by federal or state regulators, or unresolved issues of a similar nature.
- (7) **Insurance:** The institution to which the contract is awarded must provide a current Certificate of Insurance, with the Town of Essex named as additional insured, to the Finance Officer prior to the execution of the contract with the following minimum requirements

Insurance company must be rated an A- or higher by A.M. Best
General Liability - \$1,000,000 per occurrence/\$5,000,000 aggregate
Umbrella - \$5,000,000 per occurrence
Professional Liability - \$1,000,000 per occurrence
Employee Dishonesty Coverage including computer fraud - \$1,000,000 per occurrence
- (8) **Interface:** Ability to electronically interface financial programs utilized by Town and Board of Education (currently MUNIS by Tyler Industries).
- (9) **Other Data:**
 - (A) Submit the number of current municipal clients purchasing services on either a fee or compensating balance basis. Provide a minimum of 3 references of municipal clients with a contact person's name and phone number. The references should be from clients with a comparable size and/or complexity to the Town of Essex. These are to be submitted as Form 2.
 - (B) Samples of account statements and account analysis reports.
 - (C) Deposit availability schedule.

- (D) Amount of basis points deducted for setting the daily open repurchase agreement (or sweep) for idle funds.
- (E) Provisions to handle interest reimbursement on failed wire transfers.
- (F) Define any reserve requirement to be used in a compensating balance formula.
- (G) Define any earnings allowance to be used in the compensating balance formula.
- (H) Describe your bank's disaster recovery plan.

DESCRIPTION OF CURRENT SYSTEM

The Town currently has nine separate accounts. This can fluctuate based on grant requirements. The general fund checking account serves as the primary operating account and maintains the required compensating balance. All other funds not needed for disbursing sweep to the Investment account. Our interest-bearing investment account serves as the master account for the zero-balance-account relationship with the general fund, special revenue, capital, and agency funds. Investment account funds will be invested either overnight or over a range of maturities as directed by the Town.

SCOPE OF BANKING SERVICES

A. Account Maintenance

1. Account Balances: The amount of all debits or credits including but not limited to deposits, cleared checks, wires and sweep transactions and the account balances for each business day are to be available to the Town by 8:30 a.m. the following business day. On occasion when the information is not available by that time, the Town will estimate such balances and place investments accordingly. The Town shall not be charged or penalized if an overdraft results because the account information was not available when requested.
2. Bank Statements: A monthly (month end) bank statement for all accounts, including documentation supporting all entries on the statement, will be distributed to the holder of the account within ten banking days after calendar month end.

The bank shall provide to the Town's Finance Director a monthly (month end statement of itemized services provided and balances maintained by the Town) analysis statement for all accounts and a consolidated monthly and year-to-date analysis statement within fifteen banking days after calendar month end. The Town shall have the right to examine any records that support this monthly statement.

3. Check Printing: The bank will either; reimburse the Town for the check stock used in the check printing, pay the provider of checks directly or provide checks at no cost per Town specifications for all of the individual accounts.
4. Account Representative: The bank shall have assigned personnel available to answer questions pertaining to Town transactions which require more explanation. In addition, the bank shall provide the name and direct business telephone number of the bank officer with overall management responsibility for the account relationship. When staff changes occur, the Town will be notified promptly.

B. Deposit Services:

The bank will provide, at no charge, two-part pre-encoded MICR deposit slips and/or three part pre-encoded MICR deposit slips as required. The bank shall include all deposits received at any of its branches up until regular bank closing time in the determination of the Town Demand Account Ledger Balances for the same day. Bank agrees to credit the investment account for all checks in accordance with the bank's availability schedule. The bank will also provide, at no charge, a scanning device or other technology that will enable the remote deposit of checks.

Banks are required to attach a copy of their availability schedule to the bid. Awarded bank agrees to notify the Town in advance, in writing, of any changes to the schedule. Bank encoding errors are to be corrected within 72 hours after notification by the Town at no cost to the Town. Transfers between accounts will be charged to the Town only as transfers and not as items deposited and checks paid.

C. Investment Services:

The bank will provide safekeeping for investments purchased from the Bank at no additional charge. Funds are invested in accordance with Connecticut General Statute 7-400. Normal investment activities of the Town are outside the scope of the banking service contract. The Town will endeavor to use the service of the operating bank for all normal and traditional banking activity; however, the banking services contract shall not be an exclusive contract nor shall the contract preclude the Town from obtaining service from any other bank or financial institution.

D. Wire Transfer Service:

The service bank will be required to maintain wire transfer facilities to the Federal Reserve Bank for investments purchased and sales and other transactions with commercial banks. Wire services credit and debit notices must be mailed to the Town within 24 hours following transactions. The Town intends to consider these incoming wire transfers as "available immediately for investment" either by the Town or by the bank through the automatic daily repurchase agreement.

Any outgoing wire transfer ordered by noon and not received by the designation party by 2 p.m. will be traced from origin to destination to ascertain the party responsible for delaying the transfer. The bank will define in their submitted proposal provisions how interest reimbursement on failed wire transfers will be handled.

E. Check Services:

The bank will be required to process all checks and perform related services as follows:

1. Accept all Town checks presented each day and sort the checks monthly by the MICR document number.
2. Provide monthly a fully automated reconciliation plan (ARP) report to the Town.
3. The bank will indemnify the Town for any claims for payment made against the Town by the payee of a Town check subject to the following conditions:
 - a. The redeemed check and any photo copy is missing;
 - b. The check giving rise to the claim is listed on an Automated Account Reconciliation printout presented to the Town;
 - c. The bank is unable to provide sufficient evidence, of whatever nature, that the missing check was cashed or otherwise negotiated and presented to the bank for payment;
 - d. The Town's check records have not been tampered with, destroyed or otherwise impaired;
 - e. In all cases, bank liability shall be limited to the amount of the missing check or checks and shall automatically terminate three (3) years from the date on which the check giving rise to the claim was issued.
4. The bank must have provisions to issue check images on CD-ROM or other acceptable media for archival and retrieval purposes. The bank must provide all applicable software to utilize said media. Check imaging is done on large volume accounts.

F. On-line Access:

The bank will provide the Town a secure method to access the Town's accounts. The preferred method is to use a personal computer with secured internet access to the bank. This access should enable the Town to perform all banking transactions including but not limited to:

1. Place and remove stop payments;
2. Place wire transfers;
3. Obtain the balance of all accounts daily;
4. Obtain float information;
5. Research status of checks;
6. Transfer check, ACH and Lockbox files;
7. ACH;
8. Obtain transaction details on all accounts;
9. Limit the access of individual users on an account and transaction type basis;
10. On-line transfers within Town Accounts;
11. Deposit imaging for all items included in each deposit;
12. Returned Item imaging for all returned items
13. Remote deposits
14. Maintain purchase, debit and credit cards

G. Direct Deposit of Payroll:

The Town utilizes direct deposit of payroll for Board of Education employees via ACH. An employee may have more than 1 direct deposit account. The Board of Education processes a biweekly payroll with 75 direct deposit transactions for 80+ employees paid. The proposal should include the structure of the banks direct deposit program, cost and related automated clearinghouse processing information.

The Board of Education submit their tax obligations through ACH transfers as prescribed by the Federal and State governments. Payments to other vendors for other payroll-related items are also submitted via ACH.

Indicate any services that would be made available with banking institution for employees who utilize direct deposit.

H. Courier Service:

A bank without a branch located within five miles of the Town of Essex's Town Hall will provide courier service, at the bank's expense, to and from the Town Hall and Board of Education a minimum of once each working day, at times mutually agreeable, for pickup of deposits. Upon delivery of the deposits to the bank's courier, said deposits are considered to be in the possession of the banking institution.

Banks with branches within the Town of Essex should provide pricing for the courier services as an option. The Town reserves the option of contracting for this service independent of the bank services contract.

I. Treasury Services:

Provide a description of the bank's services for the following:

1. Zero Balance accounts;
2. Full Reconciliation with Positive Pay;
3. Automatic Investment; and
4. Control Disbursement

J. Escrow Services:

The Town may utilize escrow accounts to manage, for example, Planning & Zoning Bonds. Describe the escrow services and sub-accounting process at the bank including the number and type of accounts necessary in addition to the cost.

K. Electronic Funds Transfer:

Describe how the bank handles the conversion of checks to EFT. For checks issued by the Town and converted by the payee to EFT, how is the information captured on the full reconciliation and/or on the archival / CD-ROM media.

L. Miscellaneous Services:

In addition to the above identified services, the bank shall provide deposit bags, coin bags, coin and currency wrappers, endorsement stamps and any other materials necessary for the conveyance of deposits as needed.

The bank will provide audit confirmations to the Town’s designated audit firm.

DURATION OF CONTRACT

Subject to the execution of a mutually agreed-upon contract, the contractual services shall commence on or about January 1, 2020, and shall terminate on December 31, 2023. The services may be extended for three additional year(s) at the discretion of the Town. At any time during the contract, the Town may terminate service for unsatisfactory performance.

EVALUATION CRITERIA

The institutions will be evaluated based on the following (in random order)

1. Qualified depository for public funds;
2. Geographical location of nearest branches;
3. Ability to provide requested financial information;
4. Ability to meet all requirements of this RFP;
5. Ability to handle on-line transactions and reporting;
6. Best availability schedules;
7. Bank rating;
8. Dedicated Government Banking Department preferred;
9. Deposit availability;
10. Cost of services (Attached Form 1); and
11. Experience in providing banking services to similar accounts

COST

Cost considerations will include lowest combination of projected monthly service charges, highest availability of deposits, and highest earnings credit on collected balances. Cost of optional services will also be considered.

RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE (on or before)
RFP Issued	October 1, 2019
Deadline for RFP Submission	November 1, 2019

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request For Proposals (hereinafter, “RFP”) is not a contract offer.

Proposal Submittals: Proposals must be submitted no later than noon, EST, on November 1, 2019. Respondents must submit one original copy and 3 additional copies. Proposals may be hand delivered or mailed to:

Finance Director
Town of Essex
29 West Ave.
Essex, CT 06426

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections made in ink adjacent thereto, and initialed in ink by the party signing the proposal, or their authorized representative.

Posting

An electronic copy of this request for proposals, along with any changes, will be posted on the Town web page (<http://www.essexct.gov>).

Addendum(s) to this RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town’s website under the “Request for Proposals” link. It is the respondent’s responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Late Proposals: Proposals received after the deadline for submission shall not be considered.

Acceptance and Rejection of Proposals: The Town reserves the right to accept and reject any or all proposals, to waive any or all informalities, technical defects and clerical errors in proposals, and to accept an item or groups of items in the proposal, as may be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as they see fit.

Lack of Fund Clause: If, during the term of the contract to be derived from this RFP, funds are not appropriated for such (services/material/equipment), The Town reserves the right to cancel said contract with thirty (30) days written notice. No expenses shall accrue to the Town of Essex for such cancellation. The Town shall cease immediately, if in any fiscal year during the term of the agreement, the Town fails to appropriate, reappropriate, or otherwise make funds available for the services that are the subject of the signed Banking Agreement. Such language shall be made part of the contract resulting from this solicitation.

Exceptions to RFP: Any and all exceptions of the Respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the Respondent. The Town reserves the sole right to reject proposals which contain exceptions that are unacceptable.

Proposal Costs: All costs incurred in the preparation of the statement of qualifications will be borne entirely by the individual/ firm submitter. Anything submitted to the Town for consideration becomes the property of the Town and becomes public record.

Ownership of Proposals: All proposals submitted become property of the Town and shall not be returned.

Freedom of Information: Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding on the Respondent for acceptance by the Town for 90 days from the RFP closing date and time.

Irrevocability of Proposals: Respondents may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after this RFP's closing date and time.

Conflict of Interest: A Respondent filing a proposal thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Assignment and Subcontractors: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Tour: The Town of Essex reserves the right to schedule a tour of the facilities of any or all respondents.

Investigation: Respondent shall make all investigations necessary to gather information regarding the service(s) to be performed under this request for proposal. Respondents with questions regarding the submission requirements or requesting an electronic version of this RFP may contact the Finance Director:

Kelly Sterner
Finance Director
Town of Essex
(860) 767-4340 x122
ksterner@essexct.gov



TOWN OF ESSEX
RFP – BANKING SERVICES
FORM 2: References

Directions: provide three recent references, preferably governmental.

(1) Entity: _____

Address: _____

Main Contact: _____ Telephone: _____

Service Dates: _____ Services Provided: _____

(2) Entity: _____

Address: _____

Main Contact: _____ Telephone: _____

Service Dates: _____ Services Provided: _____

(3) Entity: _____

Address: _____

Main Contact: _____ Telephone: _____

Service Dates: _____ Services Provided: _____

Letter of Intent

Kelly Sterner, Finance Director
Town of Essex
29 West Ave.
Essex, CT 06426

Dear Kelly:

We have read the Request for Proposals and fully understand its intent, contents and scope. We certify that we have adequate personnel, equipment, and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the Town's review committee.

We have attached the following required and supplemental information:

1. Attachment A: Letter of Intent.
2. Attachment B: Required Bank Ratio information.
3. Statement of Acceptance of Terms and Conditions.
4. List of other data
5. Quarterly Uniform Bank Performance Reports. (Schedule RC only) for the past three years.
6. Annual financial reports for the past three years.
7. Form 1: Transactional charge fees schedule.
8. Form 2: References

The undersigned is aware that the Town reserves the right to reject any and all proposals, is submitting this proposal without collusion with any other person, individual or corporation. It is further understood that all information included in, attached to, or required by the Request for Proposals shall be public record upon delivery to the Town.

Submitted by:

Bank Authorized Signature

Date

Typed Name & Title

Name of Bank (or Company)

Address

(____)_____
Telephone Number

City, State, Zip

(____)_____
Fax Number

Employer Federal Identification Number

ATTACHMENT B

Ratio Information

Please provide the following information in the form of ratios for the 4 most current audited fiscal years:

A. LIQUIDITY:

1. Temporary investments to total assets
2. Volatile liability dependence
3. Net loans and leases to deposits

B. ASSET QUALITY:

1. Net charge-offs to average loans
2. Loan loss reserves to total loans
3. Non-performing loans to total loans
4. Loan loss reserves to loan charge-offs
5. Gross loans to total assets

C. PROFITABILITY:

1. Return on earning assets
2. Return on equity

D. CAPITAL ADEQUACY:

1. Primary capital to total assets
2. Total capital to assets
3. Equity growth to asset growth
4. Dividends as a percent of net operating income

E. MANAGEMENT:

1. Total overhead expense to average assets
2. Total deposits over \$100,000 to total deposits
3. Brokered deposits to total deposits
4. Total standby letters of credit to total assets
5. Percent of Fed Funds sold to average assets

F. MAXIMUM MUNICIPAL DEPOSITS PER STATUTORY LIMITATION OF CONNECTICUT GENERAL STATUTES 7-402: