



## **Request for Proposal**

### **Banking Services**

Office of the First Selectman  
501 Main Street South  
Southbury, CT 06488

**Invitation to Bid  
Request for Proposal  
Banking Services**

The Town of Southbury, Connecticut seeks an appropriate and qualified company to provide

Banking Services as described in the bid documents.

Interested proposers should submit their information before December 5, 2018, 1:00 pm. to:

Southbury Town Hall  
Office of the First Selectman  
501 Main Street South  
Southbury, CT 06488

Sealed and Clearly Marked "Banking Services".

More information is available on the town website, [www.southbury-ct.org/bids](http://www.southbury-ct.org/bids)

The Town of Southbury is committed to ensuring that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability

**Town of Southbury**  
**Request for Proposal**  
**Banking Services**

**Introduction**

The Town of Southbury (Town) is requesting proposals from qualified financial institutions to provide depository and cash management services to the Town. The Town currently utilizes a concentration or pooled cash accounts with four subsidiary accounts for Town Payroll, Town Accounts Payable, and two miscellaneous grant accounts. The Town wishes to create efficiencies, make improvements where possible, and take advantage of new, applicable technologies.

**Process**

The Town will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP. However, the Town reserves the right to modify the activities, time line, or any other aspect of the process at any time, as deemed necessary by Town staff. By requesting proposals, the Town is in no way obligated to award a contract or pay the expenses of the financial institution in connection with the preparation of submission of a proposal. The decision to award any contract to a particular financial institution will be based on a variety of factors listed under Section VIII - Evaluation of Proposals and Negotiations. It is the Town's interest to do business with banking professionals who are dedicated to the government market. No single factor will determine the final award decision.

**Proposal Process**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotion materials beyond those sufficient to provide a complete, accurate, and reliable presentation.

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than ninety (90) days from the proposal date.

All financial institutions should discuss any creative pricing and payment options their bank can provide. They should describe any potential alternative approaches to the requested service; as well as recommend any offer or additional services not specifically requested but of benefit to the Town. All proposers are encouraged to be creative and innovative in responding to this RFP.

To be considered, four (4) copies of a proposal plus one electronic version must be received ***no later than 1pm., Tuesday, December 5, 2018***. The proposal should be addressed to:

Jeffrey A. Manville, First Selectman  
Town of Southbury  
501 Main St. South  
Southbury, Connecticut 06488

***Proposals received after the above date and time will not be considered.***

## **Qualifying Requirements**

In order to qualify for consideration, an institution must meet the following minimum requirements:

1. Qualified Depository: Any bank submitting a proposal must be a qualified public depository, as defined by Connecticut General Statutes (Revised), Sections 7-402 and 36a-330.
2. Location: Any proposer that does not have a branch bank located in Southbury shall specify where and how the required services will be provided. In either case, the full range of banking services required by this RFP must be conveniently provided.
3. Equal Opportunity – Affirmative Action: The successful proposer shall comply with all aspects with the Equal Opportunity Act. Each proposer with fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the proposer does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each proposer with fewer than fifteen employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
4. Reporting: Each proposer shall submit copies of their quarterly Uniform Performance Reports (Schedule RC only) and their annual financial reports for the past two years. These reports will be used by the Town in determining the financial soundness of the proposer. The successful institution shall, during the duration of the contract, continue to furnish the Town with quarterly and annual financial reports in a timely manner. Proposers must disclose any adverse audit findings, any outstanding restrictions or sanctions imposed by federal or state regulators, and any unresolved issues of a similar nature.
5. Rating: The bank shall give evidence of a Shesunoff rating of "B" or better for the preceding twenty-four (24) months or an equivalent rating from an equally authoritative rating agency.
6. 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.

7. Each proposer should provide:
  - a. Number of current municipal clients purchasing services on either a fee or compensating balance basis
  - b. Samples of account statements and account analysis
  - c. Deposit availability schedule
  - d. References of municipal clients with contact person's name and phone number
  - e. Daily overnight repurchase rate for idle funds
  - f. Provisions to handle interest reimbursement on failed wire transfers
  - g. Reserve requirement to be used in a compensating balance formula
  - h. Earnings allowance to be used in the compensating balance formula

### **Information Requested-Banking Services**

#### A. Financial Institution Profile

Provide a general overview of financial institution, customer service philosophy, and identification of the primary office or branch that the Town will be assigned to and where the Town will conduct its banking business.

Describe the financial institution's experience in providing similar services for other public clients. Please include the number of public agency clients, and the dollar amount of public funds on deposit.

#### B. Personnel

Provide resumes of financial institution officers that will be directly involved in the management of the Town account; who the primary contact will be; and what, if any, experience these officers have in working with public clients.

### **Account Maintenance**

#### A. Account Balances

All beginning account balances are to be available to the Finance Department by 9:00 a.m. each day.

#### B. Bank Statements

Monthly bank statements for all accounts including zero balance accounts are required within ten banking days after calendar month end. The Town prefers an electronic file containing all data concerning checks for zero balance accounts. At a minimum, this data will include sub-account number, check number, amount and date issue. The bank should indicate its preference of medium for submission of such data.

#### C. Check Printing

The bank will reimburse the Town for all initial check orders and supplies. The bank will allow the Town to use compensating balance to pay for subsequent supplies. The bank will provide specifications to the Town for printing of checks.

### **Deposit Services**

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.

Banks are required to attach a copy of their availability schedule to the bid. The awarded bank agrees to notify the Town, in writing, of any changes to the schedule. All NSF checks must be processed twice before being returned to the Town. 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.

### **Wire Transfer Service**

The awarded 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 awarded bank will notify by telephone call to the Town's designated person prior to noon of any wire transfers (other than from an automatic daily open repurchase agreement) that the Town expects to receive on a particular day. The Town intends to consider these incoming wire transfers as "available for investment" whether by the Town or by the bank through the automatic daily repurchase agreement.

The Town wishes to process outgoing wire orders by phone or online. Wire transfers 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 to handle interest reimbursement on failed wire transfers.

### **Check Services**

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

- a. Accept all Town checks presented each day and sort the checks monthly by the MICR document number.
- b. 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:
  - i. The redeemed check and any photo copy is missing
  - ii. 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
  - iii. The Town's check records have not been tampered with, destroyed or otherwise impaired
  - iv. 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 of which the check giving rise to the claim was issued

### **Online Access**

The bank will provide the Town a method to access the Town's accounts via the Internet. The Town desires to perform the following functions via this link:

- a. Obtain the balance and the activity of all accounts daily
- b. Obtain float information
- c. Obtain images of cleared checks and deposits
- d. Returned check information
- e. Account to account transfers
- f. Place wire transfers
- g. Place and remove stop payments
- h. ACH origination

### **Lockbox**

The Town handles tax payments through a lockbox system. Deposits processed through the lockbox should be credited to the Town's concentration account. The deposits must be identifiable on the monthly statement as being lockbox deposits. So that the Town may compare internal processing and lockbox services, the institution should include in their proposal the following key items:

- a. Time and frequency of pickups
- b. Turn-around processing time
- c. Deposit deadlines
- d. Acceptance criteria for payments
- e. Rejection criteria for payments
- f. Method and time of data transmissions (computer to computer)
- g. Photocopies of checks needed
- h. Method and time of delivery for turnaround documents
- i. Handling of payments received outside the lockbox processing system
- j. Cost of service - Town printed bills
- k. Cost of service - Bank printed bills
- l. Location of post office box
- m. Location of lockbox facility
- n. The dates by which the process must start to be ready for the following January and July Tax Collection Periods
- o. The estimated average time of deposited funds to "good funds" credit
- p. The cost of service, the method of computation and the estimated monthly cost to perform the services
- q. The cost of the lockbox (separate from the banking services bid)

### **Optional Services**

A proposer may submit proposals for other optional services that they feel would be in the best interest of the Town.

### **Pricing and Account Analysis**

Provide the proposed prices for the banking services. Prices must be guaranteed for the two-year term of the contract. The contract should include an option to extend at the initial guaranteed prices for another two years.

Does the Town have the option of compensating your bank on either a fee or balance basis? Is the price the same for either option? If not, what is the difference? If on a fee basis, can excess balances be used to partially offset activity charges?

### **Conversion**

Describe a conversion plan to establish accounts and services for the Town and transfer assets to your financial institution.

Indicate your plans for educating and training the Town employees in the use of your systems.

### **Evaluation of Proposals and Negotiations**

All proposals submitted will be reviewed by an evaluation panel appointed by the First Selectman. At the completion of the proposal review, the panel may elect to invite the top scoring vendors to make a presentation and software demonstration to the evaluation panel at the Southbury Town Hall, at no cost to the Town. The panel will select the proposal which best fulfills the Town's requirements. There will be no public opening and reading of the bids. However, responses will be considered public records after the contract has been awarded or negotiations for the award of the contract have ended. Accordingly, responses designated in whole or in part as "confidential" will not be accepted. Overall responsiveness to the Request for Proposal is an important factor in the evaluation process.

Proposals will be evaluated on the basis of:

- a. Ability to provide evolving technologies, products and services
- b. Reliability and quality of customer service
- c. Level of income
- d. Overall cost (although costs will be an important factor in the evaluation of proposals, the Town is not required to choose the lowest bidder)
- e. Quality of references
- f. Financial strength and capitalization
- g. Dedication to the government market

### **Award of Contract**

The financial institution awarded to provide banking services to the Town shall be required to enter into a written contract with the Town in a form approved by the Town's legal counsel. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of



the final contract. The Town reserves the right to negotiate the terms and conditions of the contract with the selected financial institution.

**Limitations**

The Town of Southbury, nor any of its agents, etc., are not committed by virtue of this "Request for Proposal" to pay any cost incurred by anyone in their preparation of proposals nor as a result of acceptance of such proposals obligated to enter into any contract for services. Any proposals submitted, shall in their entirety become the property of the Town of Southbury. The Town of Southbury guarantees, to the extent possible under existing law, that the confidentiality of the contents of any proposal shall be preserved.

**Right to Accept and/or Reject Proposals**

The Town of Southbury may reject any proposals which in its sole judgment are incomplete, conditional, obscure, not responsive or not responsible, or for any reason whatsoever. The Town of Southbury reserves the right to reject any and all proposals with or without reason or explanation. The Town of Southbury's decision of the qualifications of any proposal shall be final, conclusive and binding on all proposal submitters.

**Code of Ethics/Conflict of Interest**

The Town of Southbury has a Code of Ethics/Conflict of Interest Ordinance which must be signed prior to commencement of contract. Addendum A

## Code of Ethics/Conflict of Interest Ordinance

### A. Definitions.

The following definitions shall apply to this Ordinance:

1. **Public Official** (or Public Office). An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
2. **Town Employee** (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
3. **Ethics Commission**. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
4. **Conflict of Interest**. A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
5. **Direct Interest**. An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
6. **Indirect Interest**. An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
7. **Financial Interest**. A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
8. **Adverse Interest**. An interest that is adverse to the interests of the Town with respect to the matter under consideration.
9. **Material Conflict of Interest**. A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:
  - a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or

b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

## **B. Declaration of Policy.**

1. The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

2. This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

## **C. Disclosure of Conflict.**

1. Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

2. Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

## **D. Determination of Materiality.**

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of

those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

**E. Disqualification.**

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

**F. Claim of Conflict.**

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

**G. Gifts and Favors.**

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

**H. Representation.**

1. Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.
2. Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.
3. No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.
4. No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

**I. Independent Contractors.**

Before hiring any consultant, independent contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent contractor shall inquire whether the independent contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency). Prior to hiring any independent contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent contractor must make a determination

that the conflict is not material and/or that despite the conflict, the independent contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent contractor or advisor. No consultant, independent contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

#### **J. Procedure.**

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees.

Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

#### **K. Penalties.**

1. Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.

4 The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

#### **L. Concurrent Offices.**

1. No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

4. Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

#### **M. Meetings.**

1. Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

2. Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards, committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

3. Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

**NOTICE TO CONTRACTORS – CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

The Town of Southbury has a Code of Ethics/Conflict of Interest Ordinance and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor’s contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have read the above Code of Ethics/Conflict of Interest Ordinance, and agree to a proposal by its terms.

ORDINANCE RECEIVED BY: \_\_\_\_\_ (Print name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)