

LEGAL NOTICE

TOWN OF AVON, CONNECTICUT

**REQUEST FOR PROPOSALS FOR
CASH MANAGEMENT & BANKING SERVICES**

July 10, 2019

The Town of Avon invites sealed proposals from a qualified financial institution to provide cash management and banking services for the Town and Board of Education until 12:00 PM on August 7, 2019.

The documents comprising the Request for Proposals can be found on the Town's website, www.avonct.gov, (under "Find It Fast") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, during the hours of 8:00 AM – 4:45 PM, Monday through Thursday, and 8:00 AM – 12:30 PM on Friday.

The Town of Avon reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the contract to the lowest proposal that meets the criteria set forth in the RFP and is in the best interests of the Town.

TOWN OF AVON, CONNECTICUT

REQUEST FOR PROPOSALS FOR
CASH MANAGEMENT & BANKING SERVICES

19/20-1

Proposal Closing Date/Time: August 7, 2019 at 12:00 PM

Proposal Opening Place: Avon Town Hall, Office of the Town Manager

The Town of Avon seeks proposals from a qualified financial institution to provide cash management and banking services for the Town and Board of Education.

One (1) original and three (3) copies of sealed proposals must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will not accept proposals received after the date and time noted above.

The documents comprising this Request for Proposals (RFP) can be found on the Town's website, www.avonct.gov, (under "Find It Fast") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, during the hours of 8:00 AM – 4:45 PM, Monday through Thursday, and 8:00 AM – 12:30 PM on Friday. **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda to this RFP and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the lowest proposal that meets the criteria set forth in the RFP and that is in the best interests of the Town.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Required Contract Terms
- Specifications
- Insurance Requirements
- Fee Proposal Form (with Fee Proposal Form Matrix as a separate fillable Excel Workbook)
- Proposer's Legal Status Disclosure Form
- Proposer's Non Collusion Affidavit Form
- Proposer's Statement of References Form
- Public Depository Qualification Form, CRA Rating and Disaster Recovery Plan Questionnaire, Attachment A
- Average Balances for Investments, Attachment B
- Addenda, if any

TOWN OF AVON, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Avon seeks proposals from a qualified financial institution to provide cash management and banking services for the Town and Board of Education. This RFP is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by the Town and the successful proposer.**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.avonct.gov, (under “Find It Fast”) Public Bids & RFPs. **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town Council declines to appropriate sufficient funds. The Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

Pre-Proposal Conference or Site Visit:	This item not applicable to this RFP
Interviews, if needed:	Week of September 2, 2019 (tentative)
Preliminary Notice of Award:	September 23, 2019
Contract Execution:	October 4, 2019

The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this RFP can be found on the Town's website, www.avonct.gov, (under "Find It Fast") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, during the hours of 8:00 AM – 4:45 PM, Monday through Thursday, and 8:00 AM – 12:30 PM on Friday.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001 prior to Proposal Closing Time. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept late proposals. The Town will **NOT** accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

One (1) original and three (3) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Due Date and Time**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

One (1) original Fee Proposal shall be submitted on the Fee Proposal Form that is included in the RFP. The Fee Proposal Form shall be submitted in a separate sealed envelope clearly marked "**FEE PROPOSAL,**" and the **Proposal Title, Proposal Number and Proposal Due Date and Time**. Identify any areas where economics of scale may be achieved by aggregating various services and note any exceptions as necessary. Please also provide a copy of your current "published" standard banking service charges for accounts which are similar to the accounts within this RFP.

All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, in order to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing** (including by e-mail or fax) and directed **only to:**

Name: Grace Tiezzi
Department: Town Manager's Office
E-mail: gtiezzi@avonct.gov
Fax: 860-409-4368

Questions concerning this RFP's Specifications are to be submitted **only in writing** (including by e-mail or fax) and directed **to:**

Name:	Laurie Dorn	<u>AND</u>	Margaret Colligan
Department:	Accounting Department		Finance Department
E-mail:	ldorn@avonct.gov		pcolligan@avonct.gov
Fax:	860-409-4343		860-409-4344

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than ten (10) business days before the Proposal Closing Time. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least five (5) calendar days prior to Proposal Closing Time, the Town will post any addenda on the Town's website, www.avonct.gov, (under "Find It Fast") Public Bids & RFPs. **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References Form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

14. PROPOSAL (BID) SECURITY

This item is not applicable to this RFP.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

This item is not applicable to this RFP.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

19. PERFORMANCE SECURITY

This item is not applicable to this RFP.

20. DELIVERY ARRANGEMENTS

This item is not applicable to this RFP.

21. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will select the proposal that meets the criteria set forth in the RFP and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any proposer if, in the sole judgment of the Town, the proposer's past performance gives rise to a substantial risk that the proposer may not provide satisfactory performance.

If interviews are deemed necessary, a short list of Proposers will be developed and specific information required for the interviews will be provided to Proposers at the time of notification. Generally, interviews are 30-45 minutes long; initial presentations are typically limited to 15 minutes and final 15-30 minutes are reserved for questions and subsequent discussion. The key person to be assigned to this project must be present at this interview.

The Town generally will not award the proposal to any business that, or person who, is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this RFP.

23. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer’s obligations under this section shall survive the termination or expiration of the Contract.

24. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer’s Non Collusion Affidavit Form that is part of this RFP.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF AVON, CONNECTICUT

REQUIRED CONTRACT TERMS

The following provisions will be **mandatory** terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of the Standard Instructions to Proposers):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

3. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

6. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

7. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

8. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

9. PREVAILING WAGES

This item is not applicable to this RFP.

10. PREFERENCES

This item is not applicable to this RFP.

11. WORKERS COMPENSATION

This item is not applicable to this RFP.

12. SAFETY

This item is not applicable to this RFP.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful proposer shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this RFP.

15. SUCCESSFUL PROPOSER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful proposer confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful proposer further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The successful proposer agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful proposer are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful proposer. The successful proposer agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful proposer or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

18. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. COMPLIANCE WITH LAWS; PERMITS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its proposal and the performance of the Contract. The successful proposer shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED CONTRACT TERMS

TOWN OF AVON, CONNECTICUT
SPECIFICATIONS FOR
CASH MANAGEMENT & BANKING SERVICES
19/20-1

SECTION I – GENERAL INFORMATION

A. Introduction

The Town of Avon seeks proposals from a qualified financial institution to provide cash management and banking services for the Town and Board of Education as described herein.

The Town of Avon, incorporated in 1830, is located in Hartford County, approximately ten miles west of metropolitan Hartford. The Town has a land area of about 23.2 square miles and an estimated population of about 18,352. For the fiscal year ending June 30, 2018, the Town and Board of Education’s General Fund total revenues were approximately \$98 million and expenditures were approximately \$95 million.

The Town currently uses a pooled cash concept with a concentration account that has zero balance accounts (ZBA) linked to it. Town General Fund accounts include Revenue Collection, Accounts Payable and Payroll, and the Medical Claims Fund. The General Fund Board of Education Disbursements Account covers both Accounts Payable and Payroll. On a monthly basis, any cash remaining within the concentration account earns interest and is applied to bank fees. Separate Town and Board of Education accounts are maintained for other purposes and the fees related to these accounts are a part of the concentration account arrangement. The Town prefers to continue with this system unless a more efficient alternate system is recommended.

Many accounts do not draw down using checks. Checks and ACHs are issued from the Town Accounts Payable Account and the Payroll Account (two accounts) and the Board of Education Accounts Payable and Payroll Account (one account). There are periodic transfers between all accounts, pooled and non-pooled. Other accounts may be added as needed. The Town will consider modifications to this structure, as recommended, if deemed beneficial to the Town from both a cost and operational perspective.

The Town currently performs online banking services and uses the Remote Deposit Capture, Positive Pay, and Accounts Payable ACH Disbursements. The Town has business credit cards for eligible employees, mainly department heads. The Town may consider a courier service if it is not cost prohibitive.

B. Minimum Requirements

Proposers must meet all of the following conditions:

(1) Qualified Designated Depository: Proposers must be a qualified public depository pursuant to the Connecticut General Statutes (Revised), Sections 7-402 and 36a-330 and must submit the Public Depository Qualification Form, and CRA Rating Questionnaire (Attachment A). The qualified designations must remain in effect for the duration of the banking services contract. Please also submit the Maximum Municipal Deposit Amount per the statutory limitation of CGS Section 7-402.

(2) Location: State the nearest branch facility to be used. Should a branch banking facility not be located in Avon, 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 are to be available. The Town requires the account representative to be located in a bank office within the State of Connecticut.

(3) Rating: Evidence of a rating by Kroll Rating Company or an equivalent and a rating of a "B" or better for the past 24 months, OR if not available please provide the information in the form of ratios (as of end of latest quarter) for the past four (4) years.

(4) Collateralization: Depository banks must pledge necessary Portfolio Securities in excess of FDIC coverage as collateral on the Town of Avon deposits in compliance with Connecticut General Statute 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.

(5) Federal Reserve Member: The Town prefers a bank that is a member of the Federal Reserve System. Proposers that are not members of the System shall identify their correspondent member bank. The Proposer will not charge the Town for any transactions that are processed through that correspondent relationship.

(6) Experience: The Proposer shall demonstrate municipal experience with three (3) or more accounts of Towns in similar size to Avon within the last five (5) years.

(7) Reporting: Each provider shall submit a copy of their quarterly Uniform Bank Performance Reports (Schedule RC only) and their annual financial reports, including appropriate notes to the financial statement and an unqualified auditor's opinion, for the past three years. These reports will be used by the Town in determining the financial soundness of the Proposer. The successful Proposer 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 Proposer must disclose any adverse audit finding, outstanding restrictions and sanctions imposed by federal or state regulators, or unresolved issues of a similar nature.

C. Term of Service

The selected Proposer will be expected to commence services on or before January 1, 2020 subject to contract execution. The specific commencement date will be one that is mutually agreeable to the successful proposer and the Town. It is anticipated the contract will be for a three (3) year term with options to extend for additional terms upon mutual agreement. Advantages realized for a longer period should be identified and included in the proposal as appropriate.

D. Contract/Agreements Requirements

Please provide a sample banking agreement which would be executed between the Proposer and the Town of Avon. Please note that any such agreement will be subject to the Town's Required Contract Terms as outlined by this RFP, unless otherwise negotiated. The successful Proposer will, during the duration of this contract, continue to furnish the Town with State of Connecticut Qualified Public Depository reports in a timely manner.

D. Payment Basis

All costs will be billed monthly and will include an analysis of costs and activity for the month. Costs will be billed on a per unit charge for the items listed on the Fee Proposal. The Concentration account will receive the net interest income (or expense) for all accounts held by the Proposer. The account analysis should be sent no later than ten days after the close of the month.

E. Sample Reports

Provide a sample account analysis format which will be used to compute the monthly cost to the Town. This format should include all earnings, activity, unit costs and total costs for each account. In addition, provide samples of monthly bank statements.

G. Fee Proposal Form

The Fee Proposal Form shall be submitted in a separate sealed envelope clearly marked “**Cash Management and Banking Services – Fee Proposal.**” For the convenience of the proposers the Town has provided a schedule of the Town’s average monthly balances per account (Attachment B).

Identify any areas where economics of scale may be achieved by aggregating various services and note any exceptions as necessary. Please also provide a copy of your current “published” standard banking service charges for accounts which are similar to the accounts within this RFP.

SECTION II – SCOPE OF BANKING SERVICES

A. Account Maintenance

1. Account Balances: Transactional data and the ending account balance for each business day are to be available online by 8:30 a.m. the following business day. The Town shall not be charged or penalized if an overdraft results because the account information was not available when required.
2. Bank Statements: Month end bank statements for all accounts, including zero balance accounts, with documentation supporting all entries on the statement shall be available within five (5) banking days after calendar month end. The Proposer shall provide the Town with a monthly analysis statement for all accounts and a consolidated monthly and year-to-date analysis statement within fifteen (15) 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 Proposer will either (1) reimburse the Town for the check stock used in the check printing; (2) pay the provider of checks directly or; (3) provide checks at no cost per Town specifications for all of the individual accounts.
4. Check Imaging: The Proposer will provide the ability to view the front and back of all paid and cancelled checks online for a minimum of one year. In addition, the imaging must be saved for a minimum period of seven years. Please discuss options and costs for storing the images long-term (such as memory sticks, USB devices, or long-term storage with the bank which the Town and Board of Education could access as needed through a secure portal or encrypted messaging).

5. Deposited Items: The Proposer will provide the ability to view all deposited items online for a minimum of 180 days. In addition, the imaging must be saved for a minimum period of one year. Please discuss the options and costs for long-term storage and retrieval as requested for check imaging above.
6. Email Notifications: The Proposer will provide email notifications of significant transactions such as returned deposited items, wire transfers in and out, and returned ACH transactions.
7. Deposit Slips, Bank Deposit Bags and Other Deposit Supplies: The Proposer will provide two-part carbon MICR deposit slips, deposit bags, coin rolls and paper bands for bills at no charge.
8. Secure Portal: The Proposer will provide a secure shared access point for all non-standard reporting for the Town and Board of Education. Please discuss the cost per user, maximum number of users and what types of ad hoc (query) reporting is available.
9. Account Representative: The Proposer shall have assigned personnel available to answer questions pertaining to Town transactions which require more explanation. In addition, the Proposer shall provide the name and direct business telephone number of the institution's officer with overall management responsibility for the account relationship. The Town requires the account representative to be located in a bank office within the State of Connecticut. It is also expected that this person will regularly review the account analysis and make recommendations for improvements.

B. Deposit Services:

State the nearest bank branch office to 60 West Main Street, Avon, CT. The Town requires the ability to obtain petty cash (cash and coin) for small amounts, generally not exceeding \$250.00, on a monthly basis. The Town makes deposits, generally to the Avon branch, about three times per week for the majority of the year. Deposit frequency may be increased during July and January due to tax collections.

The Proposer 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. The Proposer agrees to credit the Town Revenue accounts for all checks in accordance with the bank availability schedule. Proposers are required to attach a copy of its availability schedule to the RFP response. Proposer 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 a higher fee (i.e. perhaps items deposited and checks paid).

A large volume of loose coin may be presented for deposit. Should a Proposer not be able to handle the processing and deposit of loose coin as a regular deposit, the Proposer must identify how the deposit would be processed and any costs involved.

The Proposer shall provide a quote for remote deposit capture from two locations including all associated charges for deposits, reports, images and fees including equipment terms. It is anticipated that the number of separate deposits shall decrease with the increased usage of remote deposit capture.

C. ACH and Wire Transfer Services:

Proposers will be required to be a member of the National Automated Clearing House Association (NACHA) for both sending and receiving transactions, provide same-day credit capability for ACH and EFT's without a singular or aggregate dollar amount limitation as well as same-day online reporting. Rejected ACH transactions must be communicated to the Town the same business day so they can be rectified.

Incoming: The Town intends to consider all wire transfers and ACH transactions received by the bank prior to the end of the business day as available for investment that day, regardless of the actual time for receipt by the bank. Should the bank not receive a wire transfer or ACH deposit, the transfer will be traced from origin to destination to ascertain the party responsible for the delay in transfer. If necessary, adjustments will be made for lost interest.

Outgoing: The selected bank agrees to execute any wire transfer order within one hour after notification by the Town's designated representative(s) processed via the online banking system, by telephone, or by fax if necessary. Wire transfers ordered but not received by the destination party will be traced by the bank from origin to destination to ascertain the party responsible for the delay in the transfer. If necessary, adjustments will be made for lost interest or charge from a "fail" to consummate an investment transaction or bond payment. ACH payments must be processed either the same day or next day. Proposers must specify the cutoff time for same day transactions.

Other: The Town requires the capability to create and store recurring/repetitive wire and ACH instructions/templates, and the ability to create and store future-dated wire and ACH instructions. The Town also requires positive pay capabilities for ACH debits.

Direct Deposit Payroll: The Town utilizes direct deposit of payroll for Town and Board of Education employees via ACH. An employee may have more than one direct deposit account. The Town processes a biweekly payroll with approximately 180 direct deposit transactions. The Board of Education processes a biweekly payroll with approximately 500 direct deposit transactions. The proposal should include the structure of the banks direct deposit program, cost and related automated clearinghouse processing information.

The Town and Board of Education submit their tax obligations through ACH transfers as prescribed by the Federal and State governments.

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

The Town uses AUC ADMINS financial software and the Board of Education uses Infinite Visions financial software. These systems produce an ACH direct deposit file and a positive pay file (for checks). These are in an ASCII text format/file uploaded to the bank's (data transmission) web server over a secure internet connection.

Accounts Payable Disbursements: The Town processes about 30% of approximately 2,700 annual vendor payments by ACH transactions. The Board of Education is currently transitioning to ACH capability. The Town would like the option of uploading an ACH disbursement file to the bank's data transmission web server for electronic vendor payments. Proposers shall indicate the services that would be made available for this process.

D. Online Banking:

Proposers 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. Placing and removing stop payments;
2. Placing wire transfers;
3. Obtaining the balance of all accounts daily, with current information available by 8:30 a.m. daily;
4. Querying the transactions database using specific parameters such as date range, amounts, or type of transaction;
5. Making ACH payments,
6. Obtaining transaction details on all accounts and the ability to download activity to excel format;
7. Limiting the access of individual users on an account and transaction type basis;
8. On-line transferring within Town accounts,
9. Deposit imaging for all items included in each deposit;
10. Returned Item imaging for all returned items, via email notification;
11. Completing remote deposits;
12. Receiving/retrieving monthly bank statements in Excel/CSV format, and;
13. Receiving a downloadable monthly cleared check file for check reconciliation containing, at a minimum, the check number, dollar amount, and date check cleared.

E. Positive Pay:

The Town and Board of Education are currently using positive pay services. The capability to electronically upload an accounts payable and/or payroll file and be notified immediately by email to designated personnel of any exceptions must exist. Please explain this service further.

F. Check Services:

The Proposer 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. The Proposer 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 Proposer 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, Proposer's 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.

G. Investment and Treasury Services:

The Proposer 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.

The Town is interested in pursuing the investment of any excess collected cash balances via an overnight investment mechanism. This mechanism and any related costs should be disclosed within the proposal. The basis used to determine the earnings rate on these funds should be disclosed as well as the method to collateralize the investment.

Provide a description of the Proposer's services for zero balance accounts and automatic investment services (Sweep capability).

H. Deposit Bank Assessment

Proposers will note if the bank charges a deposit bank assessment fee.

I. Courier Service

A Proposer without a branch located within the Town of Avon will provide courier service, at the Proposer's expense, to and from the Town Hall and Board of Education, once or twice a week, at time mutually agreeable, for the pickup of deposits. Upon delivery of the deposits to the Proposer's courier, said deposits are considered to be in the possession of the Proposer.

Proposers with branches within the Town of Avon 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.

J. Problem Resolution

Explain the steps and Proposer's policy for problem resolution, including the length of the resolution process for typical issues that may arise.

The Proposer will be required to process all problem resolution requests within two days from the time that the bank was notified of a problem. If a longer period of time is required to resolve the problem, the Town will be promptly notified and an expected time frame for the resolution to occur will be identified and agreed upon. If the Proposer discovers an error, the Town will be notified within one week of the error occurring. In no case should the resolution take more than 21 days. In the event that the Proposer cannot rectify the problem within 21 days or the agreed upon time, the Town will be indemnified for the amount in question. If the Town is not notified of errors within one week of the occurrence, then the Town will be indemnified for the amount in question. If the

Proposer has excessive problems that do not get resolved within a timely manner, the Town will have right to revoke or cancel the contract.

K. Training

The Proposer will provide training for online services. A description of training sessions and a proposed schedule should be included with the proposal response.

L. Disaster Recovery

Describe your institution's formal disaster recovery plan including how quickly your back up facilities can be activated. Describe your institution's operating capabilities to assist the Town in the event of a disaster or declared emergency. Attach a copy of your institution's disaster recovery plan.

M. Transition Plan:

All proposals shall include a transition plan outline. The awarded institution will provide a formal transition plan and also dedicate resources to assist the Town to smoothly transition its main banking operations.

N. Service Enhancements:

A Proposer may, under separate cover, submit proposals for other optional services that the Proposer feels would be in the best interest of the Town. The selection criteria previously set forth also applies to the selection of a Proposer for those optional services (unless they are provided to the Town for no additional costs).

SECTION III – PROPOSAL FORMAT & OTHER REQUIREMENTS

All Proposers shall submit the aforementioned requirements in the order specified in this section (Item A, "Table of Contents" through Item P, "Additional Information") to assist the Town in uniformly reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein. **Failure to include any of these items may be grounds for disqualification.**

- A. Table of Contents:** Provide a table of contents that clearly identifies the material provided by section.
- B. Transmittal Letter:** Provide a transmittal letter indicating the Proposer's interest in providing the service. This letter must be signed by a person legally authorized to bind the Proposer to a contract. This letter also must affirm that the Proposer or their representative has made themselves knowledgeable of those matters and conditions in the Town which would influence this proposal.
- C. Contact Information:** Provide the name, title, email address and telephone number of the person(s) to be contacted for further information or clarification.
- D. Firm Description/Background Statement:** Provide a brief statement as to the Proposer's history and its particular abilities and qualifications related to the Town and Board of

Education's needs. Proposers with experience in providing services for public sector organizations is preferred.

- E. **Overall Approach:** Provide a short description of the Proposer's overall approach to addressing the Town's needs.
- F. **Litigation/Arbitration:** Provide information concerning any suits filed, judgments entered or claims made against the Proposer during the last five years, or any declaration of default or termination for cause against the Proposer. In addition, state whether or not the Proposer has been suspended from bidding or entering into any government contract within the last five (5) years.
- G. **References:** Provide a list of municipalities in Connecticut and other states for which the Proposer has provided similar services in the last three years. Connecticut public schools or municipal references are preferred. Please include the name and contact information for these references on the Proposer's Statement of References Form included in this RFP.
- H. **Personnel:** Provide a list of personnel to be assigned to this project, including years of experience in their current position, municipalities served, their roles in providing those services and their main office location. Please provide brief resumes, and document the chain of command for these individuals.
- I. **Minimum Requirements:**
 - 1. Public Depository Qualification Form, & CRA Rating Questionnaire (Attachment A)
 - 2. Bank Location
 - 3. Rating
 - 4. Collateralization
 - 5. Federal Reserve Member
 - 6. Experience
 - 7. Reporting Information
 - 8. Term of Service
 - 9. Contract/Agreement Requirements
 - 10. Payment Basis
 - 11. Sample Reports – Account Analysis Report and Bank Statements
 - 12. Fee Proposal Form – To be submitted in a separate sealed submitted in a separate sealed envelope clearly marked “**Cash Management and Banking Services – Fee Proposal.**” Identify any areas where economics of scale may be achieved by aggregating various services and note any exceptions as necessary. Please also provide a copy of your current “published” standard banking service charges for accounts which are similar to the accounts within this RFP.
- J. **Scope of Services:**
 - 1. Account Maintenance
 - 2. Deposit Services – attach copy of availability schedule
 - 3. ACH and Wire Transfer Services
 - 4. Online Banking
 - 5. Positive Pay

6. Check Services
7. Investment and Treasury Services
8. Deposit Bank Assessment
9. Courier Service
10. Problem Resolution
11. Training
12. Disaster Recovery
13. Transition Plan
14. Service Enhancements (if any)

- K. Concluding Statement:** Provide a concluding statement describing why the Proposer is best qualified to meet the needs of the Town.
- L. Legal Status Disclosure Form**
- M. Non-Collusion Affidavit Form**
- N. Proposer's Statement of References Form**
- O. Exceptions:** Provide a list of any exceptions taken to the RFP.
- P. Additional Information:** Provide any other information that, in the judgement of the Proposer, will allow the Town to make a fair assessment of your experience and abilities. Please carefully consider if such additional information will add value to your proposal as the Town does not wish to be inundated with copious amounts of unnecessary information.

SECTION IV – EVALUATION CRITERIA

All proposals will be reviewed and evaluated by a Selection Committee comprised of Town and Board of Education staff, based on criteria including, but not limited to, the following:

- A. The accuracy, overall quality, thoroughness, and responsiveness of the Proposer's responses to the Town's requirements as stated herein.
- B. The competence and reputation of the Proposer.
- C. The Proposer's background, experience, and evidence of prior success in providing similar services to other comparable entities.
- D. The Proposer's expertise and knowledge of rules and regulations mandated by local, state and federal government entities.
- E. The qualifications and experience of key personnel and identified employees who will be assigned to work with the Town and Board of Education.
- F. The Proposer's demonstrated ability to work effectively with Town and Board of Education officials and employees.
- G. The total cost of the services identified in these Specifications.

SECTION V – SELECTION PROCESS

Based on an initial review of the proposals, the Town may select certain Proposers to interview with the Selection Committee. More specific information regarding the content of the interviews will be provided to the selected Proposers at the time of notification. If held, interviews will last 30-45 minutes, with each selected Proposer presenting for approximately 15 minutes followed by 15-30 minutes of questions and answers. The key personnel that would be assigned to work with the Town/Board of Education ***must*** be present at this interview.

The Town of Avon, in its sole discretion, will select the proposal that is determined to be the best suited and most advantageous proposal that will provide the best value to the Town. The Town reserves the right to negotiate with the selected Proposer prior to the award of any contract pursuant to this RFP.

END OF SPECIFICATIONS

TOWN OF AVON, CONNECTICUT

INSURANCE REQUIREMENTS
CASH MANAGEMENT & BANKING SERVICES

19/20-1

- a. Commercial General Liability: \$1,000,000
Combined single limits per occurrence for bodily injury, personal injury, property damage and products/completed operations.
1. The Town and its respective officers, agents, officials, employee volunteers, boards and commissions are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
 2. The contractor's insurance coverage shall be primary insurance as respects the Town of Avon. Any insurance or self-insurance maintained by the Town shall be excess of the contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverages provided to the Town of Avon.
 4. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Automobile Liability:
- | | |
|--------------------------------|-------------|
| Each Accident: | \$1,000,000 |
| Hired/Non-owned Auto Liability | \$1,000,000 |
- c. Errors and Omissions/Professional Liability Insurance \$1,000,000
- If issued on a claims-made basis, the policy must remain in effect for the duration of the contract and two (2) years after project completion. An extension of three (3) additional years may be required at the discretion of the Town Manager or his/her designee.
 - For all professional contracts - liability policies may not be limited to the fees paid to the vendor.
- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- h. It is desired by the Town that no insurance be suspended, voided, canceled or modified in coverage or limits without thirty (30) days prior written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743. Endorsements to the contractor's policies may be used to comply with this requirement.

TOWN OF AVON, CONNECTICUT

PRELIMINARY FEE PROPOSAL FORM
(To be submitted in a separate sealed package)

CASH MANAGEMENT AND BANKING SERVICES
19/20-1

For the convenience of proposers, the **Preliminary Fee Proposal Form Matrix** has been provided as an Excel Workbook and made available as a separate fillable download. In order for the **Preliminary Fee Proposal Form Matrix** to be considered valid and the proposal to be considered complete, the following **“ACKNOWLEDGEMENT”** and **“REQUIRED DISCLOSURES”** must be completed and signed where indicated. These items are **NOT** included in the Excel Workbook.

ACKNOWLEDGEMENT

In submitting this Proposal Form and the Proposal Form Matrix, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the RFP

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the required Contract Terms beginning on page 12 of this RFP. **The proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut’s Debarment List?

_____ Yes _____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the proposer aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the proposer that could be regarded as creating a conflict of interest?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF PRELIMINARY FEE PROPOSAL FORM

TOWN OF AVON, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

(Attach additional sheets as necessary)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Proposer's Full Legal Name

(print)
Name and Title of Proposer's Authorized Representative

(signature)
Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF AVON, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Avon is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Avon to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF AVON, CONNECTICUT
CASH MANAGEMENT & BANKING SERVICES
PROPOSER'S STATEMENT OF REFERENCES FORM
19/20-1

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

ATTACHMENT A

**PUBLIC DEPOSITORY QUALIFICATION FORM, CRA RATING AND
DISASTER RECOVERY PLAN QUESTIONNAIRE**

1. Is your institution a “Qualified Public Depository” as defined in Section 36a-330 of the Connecticut General Statutes?
2. Does your institution comply with the provision of Section 36a-333 of the Connecticut General Statutes in regards to the segregation of collateral by a public depository?
3. What is the dollar amount of your institution’s total capital: \$ _____
4. Please multiply the amount in question 3 by 75.0% \$ _____
5. What is your tier one leverage ratio? _____ %
6. What is your risk-based capital ratio? _____ %
7. Who maintains the segregated collateral for your institution?
8. Is your institution under a formal regulatory order?
9. Has your institution been under a formal regulatory order within the previous five (5) years of the date of this RFP request?
10. What is your institution’s most recent Community Reimbursement Act (CRA) rating? _____
11. What is the date of your institution’s most recent CRA rating? _____
12. Has your institution received any CRA complaints within the previous five (5) years of the date of this request?
13. Has your institution been cited for any violations of the substantive provisions of antidiscrimination, fair lending or other illegal credit practice rules, laws or regulations within the previous five (5) years of the date of this RFP request?
14. Please describe your institution’s disaster recovery plan (attach copy).

ATTACHMENT B
AVERAGE BALANCES FOR INVESTMENTS

Month	GROUP	Medical Claims	Revenue	Concentration	Board of Education	ACH Collections	Accounts Payable & Payroll
February 2018	15,163,056	576,570	2,001,286	9,542,751	1,155,703	544,111	1,516,445
March 2018	11,350,872						
April 2018	12,754,864						
May 2018	13,091,294	544,439	1,622,916	8,303,868	1,146,375	232,815	1,397,871
June 2018	11,714,716						
July 2018	18,515,665						
August 2018*	29,867,361	615,123	5,133,352	20,154,437	1,723,232	855,081	1,543,126
September 2018	16,695,668						
October 2018	10,112,148						
November 2018	10,007,651	562,506	1,558,996	5,294,203	1,030,679	330,812	1,392,678
December 2018	13,082,436						
January 2019	20,045,486						
February 2019	14,884,092	576,570	2,261,001	9,237,629	1034,688	435,697	1,512,317
March 2019	9,507,033						
TOTAL	206,792,369	2,875,208	12,577,551	52,532,888	6,090,677	2,398,516	7,362,437

AVERAGE	14,770,884	575,042	2,515,510	10,506,578	1,218,135	479,703	1,472,487
	14 Month Average	Quarterly Averages					

* August = largest volume of collections