

CITY OF PITTSBURG, KS – BANKING SERVICES RFP

DATE: September 12, 2022

TO: Prospective Financial Institutions

The City of Pittsburg is requesting competitive proposals from firms qualified to provide BANKING SERVICES.

Proposals must be received no later than

5:00 PM October 7, 2022

Submit five (5) original signed proposals to:
Finance Department
Attn: Jared Peterson
201 W 4th Street
Pittsburg, KS 66762

Said proposals must conform to the instructions as outlined in the attached request.

Proposals should be clearly labeled – RFP – BANKING SERVICES

Questions concerning this RFP should be directed to Larissa Bowman, Director of Finance (620) 230-5693 Email at: larissa.bowman@pittks.org or Jared Peterson, Purchasing Agent (620) 230-5584 Email at: jared.peterson@pittks.org

Late proposals will be rejected and returned unopened.

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AFFIDAVIT

I, _____(Name of Individual) of the City of _____,
County of _____, State of _____,

being duly sworn on her or his oath, deposes and says;

1. That I am the _____(Title) of
_____(Firm
Name), and have been authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of the City of Pittsburg, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to this Request for Proposals;

or

The following officer(s), agent(s), or employee(s) of the City of Pittsburg would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Pittsburg: (list all such officers, agents, or City employees on a separate sheet);

(Affiant shall line through the statement which does not apply; failure to line through one statement shall disqualify the proposal).

3. If firm were awarded any contract, job work, or service for the City of Pittsburg, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;

or

The following officer(s), agent(s), or employee(s) of the City of Pittsburg would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Pittsburg: (list all such officers, agents, or City employees on a separate sheet);

(Affiant shall line through the statement which does not apply; failure to line through one statement shall disqualify the proposal).

CITY OF PITTSBURG, KS – BANKING SERVICES RFP

- 4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Request for Proposals.

(Firm Name)

By: _____
(Signature)

(Printed Name)

(Title)

Mailing Address

City, State, Zip Code

Phone

Fax

E-mail Address:

Federal Tax I.D. #

Subscribed and sworn to before me this _____ day of _____, 2022.

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

I. GENERAL BACKGROUND

The City of Pittsburg (the City) is requesting competitive proposals from eligible financial institutions to act as the City's depository institution for the period of three years, effective on the first of the following fiscal year, with additional one-year renewal options. The City is also intent on finding financial institutions with sustainability focus in addition to banking services. Eligible institutions must meet the requirements of K.S.A. 12-1675 and meet the minimum qualifications as stated within this Request for Proposal. Banking services and charges will be reviewed on an annual basis to ensure the equity of the agreement for both parties. It is the intent of the City to have one financial institution provide the banking needs for the City's main operating account.

The intent of this Request for Proposal is to provide qualified financial institutions an equal opportunity to submit proposals to handle the City's bank accounts and services. Banking services not requested in this proposal can be negotiated between the City and the selected bank if required at a later date.

II. MINIMUM QUALIFICATIONS

The following indicates the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Specific responses to each requirement must be provided in your proposal.

- Be insured by the Federal Deposit Insurance Corporation (FDIC).
- Be eligible to be a depository of City funds pursuant to K.S.A. 9-1401 and 9-1408, et. seq., as amended with full-service branch in the City limits of Pittsburg. All responding banks must complete Exhibit A.
- Be an online cash and securities member of the Federal Reserve.
- Be able to provide 100% collateralization of all City deposits with collateral in compliance with the City Investment Policy.
- Provide credit information from a nationally recognized rating organization such as Moody's, Standard & Poor's, etc.
- Have the capacity of providing all Required Services internally. The City prefers that the responding bank provide services without the use of joint ventures, consortiums, or contract service providers because of control issues. The City will determine the acceptability of any arrangements with the objective of the RFP being the total solution.
- Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000 banker's professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.
- Branch locations within the City limits of Pittsburg, Kansas.

III. SCOPE OF SERVICES

Details of the services to be provided to the City are separated into three categories.

1. Required Banking Services

These services are listed in Section IV and in Exhibit B and must be provided by the selected bank.

2. Optional Banking Services

These services are listed in Section V and in Exhibit C, and the City may desire to use them depending on the availability and price of the services offered. However, the City may award a contract for these services to a separate bank(s) besides the main depository that is awarded the contract for required services in Section IV above. Proposals are not required to address any optional services in order to be considered an acceptable proposal.

3. Other Value-Added Banking Services

These are services not otherwise identified in this RFP that the proposing bank may offer to the City. Please submit your proposal on Exhibit D for any additional services that you wish the City to consider. Include all necessary attachments, fees and discussion materials to clarify the services being offered.

IV. REQUIRED BANKING SERVICES

All proposals must include the following services, which will be required in the City’s Banking Services agreement. Proposing Banks must submit a completed Exhibit A and Exhibit B with the proposal.

1. Account Structure

The City will require this to be an interest-bearing checking account. All of the City’s operations will flow through this account, including the deposit of revenues, accounts payable payments, payroll and investment purchases and maturities. The City will send and receive wire transfers and ACH transfers, write checks, and make deposits to this account. The City requires the ability to access real time detailed information of all incoming ACHs and wires for this account at no cost to the City.

The following chart describes the frequency of various activities that will be processed in this account. Exhibit B contains information regarding the volume of checks, deposits, wires, etc.

Item	Frequency
Accounts Payable Checks	Weekly
Deposits	Daily
Payroll	Every two weeks
Investment Purchases	As Needed
Investment Maturities	As Needed
ACH Debit Reimbursements	Daily

2. Access to Records

The depository bank shall allow reasonable access to the Finance Director, Finance staff, the City's independent auditors and federal auditors to examine records relating to the use of City funds. In the response, please provide information about this service, including all costs.

3. On-Line Treasury Management

Describe in detail your online communication capabilities for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, stale dated check management, stop pay management, exception item review using positive pay, safekeeping data and investment performance reporting, and any other online information that will be available to the City. In addition, please describe the training available and appropriate controls regarding the City's accounts using online access. Finally, indicate the hardware/system requirements necessary to run the access program.

4. ACH Collections

The City operates a water and sewer utility with approximately 7,500 customers. Customers shall have the opportunity to make direct payments by ACH for their monthly fees. Please describe your services in this area.

5. Remote ACH Check Deposit Service

The City currently receives a substantial volume of check payments over the counter at cashier operations in City Hall, Municipal Court, the Police Department, Parks & Receptions offices, and in other areas. With the implementation of Remote ACH Check Deposit Service, it is anticipated that the operating bank can accept quality images of checks in file format over the internet and collect payment of these checks via image presentment as an alternative to receiving the checks. Please describe the service that is available to the City and clearly define costs and implementation procedures including equipment requirements. Also, describe the latest deposit time for the file to be transmitted to the bank and what checks if any that cannot be converted to the image deposit format.

6. Availability of Funds Deposited

What is the collected funds availability schedule for the City's deposits? These deposits include checks, money orders, cash, ACH credits and wires from local, regional, and out of state banks. The City requires updates as the schedule changes. Also, describe the latest daily deposit time for fastest availability on deposits including deposits made using file transmissions of check images.

7. Returned Checks

All deposited checks that are returned will be sent back to the City and processed against the City's account. The City desires to have a second presentment of the check for any NSF checks that are deposited. As an option, the NSF check can be converted to ACH and presented for payment rather than a second presentment of the check. Please provide information about this service, including all costs.

8. Payee Positive Pay and Automated Account Reconciliation

The City is interested in the use of a payee positive pay account reconciliation and fraud prevention program. Please describe the service that is available to the City and clearly define costs and implementation procedures.

Please also describe any ACH Positive Pay services or other fraud prevention options you offer.

9. Electronic Vendor Payments (ACH or VISA Network)

The City currently pays some of its vendors electronically and desires to expand its use of this form of payment. Please describe any electronic payment system your bank provides and the bank plans for expanding the service.

10. Debit Blocks and Filters

The City requires the ability to place Debit filters and blocks on all accounts to minimize the potential of fraudulent withdrawals. Please describe your program and all costs associated with implementing filters and blocks.

11. Collateral

Pursuant to K.S.A. 9-1402, as amended, the bank is required to collateralize City deposits. The City Investment Policy requires that pledged securities have a market value equal to at least 100% of the amount of the total deposits of public funds, including accrued interest earned. Under the City's investment policy, the following items are considered acceptable collateral:

1. Direct obligations of, or obligations insured as to principal and interest by, the United States of America or any agency thereof and obligations, included but not limited to letters of credit, and securities of United States sponsored corporations, which under federal law may be accepted as security for public funds.
2. Bonds of the State of Kansas.

If the bank chooses to pledge securities as collateral, the bank will be required to pledge the securities at the Federal Reserve Bank or at the Federal Home Loan Bank and execute a Security Agreement with the City giving control of the securities to the City.

12. Other Required Information

a. Daylight Overdrafts

Please provide details on any daylight overdraft issues that may concern your bank. It is likely that in managing the investment program of the City that payment for an investment purchase may occur before the receipt of funds from an investment sold or matured or from other sources. This could cause an occasional daylight overdraft that will be resolved before the end of the banking day.

b. Designated Account Liaison

The City will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bank and be able to resolve any problems or issues that may arise. Biographical information must be included of all key bank personnel that will be assigned to service the City.

c. Record Retention

The bank should maintain records for the City for the term of seven years after the completion of the contract.

d. Disaster and Back-up Plans

Describe your bank disaster and back-up plans and capabilities. The City must have access to cash, securities, and information always.

e. Statements

The City requires monthly statements on all its accounts. The cut-off for these statements will be

the last day of each month. These statements shall be readily available no later than the 3rd business day after the end of the month.

f. Wire Transfer of Funds

The City wire transfers funds to other banks. This service will be provided on the request of the Finance Director (using both telephonic, email, and/or written requests). Online email communication is preferred – all other methods exist for backup. In order to maintain audit controls, the bank will be provided with written instructions to follow when wire transfers are requested by telephone. What is the cut-off time for the City to submit wire transfer information and have it processed on the same day?

Any money received directly at the financial institution by wire transfer of US Treasury, State of Kansas funds, or other financial institutions will be reported to the City's Accounting Division immediately by telephone or email. The financial institution will then provide the City with a deposit slip or credit advice of the transaction.

g. Bank Charges

Charges for services and supplies provided by the bank will be invoiced and not directly deducted from the City's bank account.

h. Investments

The City reserves the right to invest in time deposits, demand accounts (money market), US Treasury bills or notes, government agencies or repurchase agreements through other financial institutions if such action is to the benefit of the City.

i. Interest Income

All account(s) will be interest bearing accounts and are not to go below the bank's normal savings account rate. Financial institutions are required to state in the proposal the interest rate offered, including the index used and the index's effective interest rate, specifically, the rate given to the City based on the number of basis points above or below the index.

If an interest-bearing account is proposed for the automatic sweep product for the investment of end-of-day balances, please provide information on any FDIC charges on the bank account and

describe the current FDIC charges. The proposal should also include all options available to public entities under Kansas statutes considering the City has expanded investment authority. Include your bank's earnings history for July 1, 2020 – June 1, 2022, earnings benchmark and all costs. Indicate which sweep investments option the bank recommends for the City and why it should be selected.

j. Additional Services

The City may request additional services not specifically mentioned in this RFP with a mutually agreeable fee to be charged by the bank. If the bank wishes to offer the City additional services not otherwise specified in this request for RFP, a description of these services, including unit costs, if any, should be included in the proposal.

V. OPTIONAL BANKING SERVICES

The City requests the proposing banks offer any optional services or make any recommendations it believes would enhance the cash management capabilities of the City. All proposing banks are encouraged to make suggestions or provide additional information not requested in this proposal. Banks are encouraged to describe factors that distinguish their institution from potential competitors. However, all respondents must submit a proposal on **all** required services in the proposal format provided.

Optional services should be summarized on an attached Exhibit C, but can be accompanied and supported by other material. The City may elect to use some or all of the optional services, but not necessarily with the primary operating bank. The City may elect not to award a contract for any or all of the optional services to any banks.

VI. OTHER VALUE-ADDED BANKING SERVICES

Please describe any other banking services that your bank would be willing to offer by summarizing and including attachments for review by the City.

VII. PROPOSAL SUBMISSION PROCESS AND DEADLINES

One original signed proposal and 5 copies from interested banks must be received on or before 5:00pm on Friday, October 7, 2022 and addressed to:

Request for Proposal – Banking Services
Attn: Jared Peterson
201 W 4th Street,
Pittsburg, KS 66762

Any proposal that is not received before the deadline date and time will not be considered. The City reserves the right to accept or reject any and all proposals, to waive technicalities or irregularities involving any proposal.

Proposals will be time-stamped upon receipt and held in a secure place until the established due date. A record of proposals will be established, which will include for all proposals, the following information: the name of the entity submitting the proposal; a description sufficient to identify the services offered; and, the date and time the proposals were opened.

All proposals and related reference information submitted in response to this RFP will become the property of the City and will not be returned to the respondent. Each entity submitting a proposal waives any right of confidentiality as to the proposal documents. If an entity submitting a proposal considers certain material in the proposal proprietary information, it shall clearly designate those portions of the proposal it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public. Under no circumstances will any portion of a bidder's price proposal be considered confidential.

The City reserves the right to (1) accept or reject any and all proposals and to waive any technicalities or irregularities involving any proposal and to cancel the RFP process at any time prior to entering into a formal contract for banking services, (2) not award a contract for any or all of the banking services that are the subject of this RFP process, (3) award contracts for banking services to separate banks, (4) negotiate contract terms acceptable to the City with the successful bank(s), (5) disregard all nonconforming, non-responsive or conditional proposals and (6) reject the response of any bank which does not submit a proposal to the City's satisfaction.

All proposals must be signed by a duly authorized individual, and the affidavit completed, signed and notarized (Page 3-4).

During the evaluation process, the City reserves the right to request additional information or clarifications from those banks submitting proposals and to allow corrections of errors and/or omissions. Oral presentation may be required prior to selection; notification will be given if such meetings are required.

Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and to include the contract requirements set forth herein.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those banks submitting proposals. The City reserves the right to select the proposal that will best meet the needs

of the City. Proposals that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

All proposals must remain in effect for 120 days after the proposal due date.

By submission of a proposal, each entity submitting a proposal certifies that:

1. It has not paid nor agreed to pay any person(s), other than a bona fide employee, a fee or a brokerage fee resulting from the award of the contract.
2. The City may, by written notice to the entity submitting the proposal, reject the RFP or cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP or the entity submitting the proposal participated in collusion with another entity to restrain or eliminate competition.
3. The contents of this RFP and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing contracts as the City deems appropriate.

All proposals must be submitted in a sealed envelope or box on or before the time specified herein. No proposals shall be opened until after the time specified for proposal submission. No proposal will be opened if submitted after the time specified herein for submittal of proposals. No public proposal opening will be held. All proposals will remain confidential until a selection is made or until all proposals are rejected.

Those entities whose proposals meet the requirements of this RFP may be interviewed.

VIII. PROPOSAL REQUIREMENTS

1. Proposals must include all required services as set forth in Section IV herein.
2. Proposals must be submitted in the format provided in this RFP, including the use of appropriate exhibits.
3. An individual having full authority to execute the proposal and to execute any resulting contract for services must sign each proposal, including Exhibit A.
4. The following bank profile data is required in each proposal:
 - The year 2021 financial statement or most recent 12-month ending period must be included.
 - Identification of the three largest owners of the bank.
 - Description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.
5. Each proposal shall include resumes of key management and staff members that would be assigned to the account.
6. Each proposal shall include an organizational chart depicting the various department, including contacts that would be involved in the City relationship.
7. Each proposal shall provide information regarding the proposing entity's community involvement within the City of Pittsburg.
8. Each proposal shall include a list of names, addresses, phone numbers and email addresses for three customers of similar size and complexity to the City's requirements, including the name of a contact person.
9. Each proposal shall address the method of compensation to include the following:
 - The City requires that a monthly account analysis be presented within ten days from the cut-off date. The account analysis must show a minimum the following information:
 - Account number

- Period covered
 - Average ledger balance
 - Average collected balance
 - Services rendered to include type of service and quantity
 - Per unit charge for each service per the banking agreement
 - Extended charges of each type of service provided
 - Total monthly charges of all services provided
 - The City will make payment for bank services as follows:
 - **By invoicing of fees:** Compensation to the bank will be thru Accounts Payable in the amount of fees paid to the bank.
 - All charges shall be in conformity with those specified in the Banking Services Quotation Forms Exhibit B, C and D.
10. Each proposal shall include the statement and contract drafts required by Section XIII of this RFP.

Additionally, please address the following with your proposal:

1. Is the financial institution a member of the Federal Reserve System and insured by the FDIC?
2. State how and where the bank/local branch is chartered (federal or state). If chartered by a state, identify the state the bank/local branch is chartered under. Provide list of locations available to the City.
3. Provide credit information from a nationally recognized rating organization such as Moody's, Standard & Poor's, etc. Discuss current FedFis (or equivalent service) rating published effective for the most recent quarter available and provide pertinent information regarding financial strength and stability expected during the term of this proposed banking services contract.
4. Is the financial institution audited by an independent CPA firm? Please provide a copy of the most recent audit report.
5. Please submit your bank's most recent Call Report.
6. Provide your bank's Capital Ratio and Risk Based Capital Ratio for the past three (3) years.
7. Provide a summary of any significant changes in management during the past five years. Include any recent or anticipated mergers or acquisitions.
8. Indicate whether your institution will provide the following services and at which location these services will be handled:
 - Daily deposit of City funds
 - Processing of federal withholding of tax deposits
 - Coin counting services as needed
 - Receiving of customer utility payments
 - Certification of availability of funds for bond and interest payments to the State Treasurer's Office as requested by the City.
9. Provide interest rate history on your institution for both interest-bearing checking accounts and public fund money market accounts for the last two (2) years. How often are these rates reviewed for changes?
10. Completion of the charges for banking services listed on Exhibit B.
11. The City is also requesting an alternative option be submitted which indicates a compensating balance kept by the institution in a non-interest-bearing account in lieu of the monthly charges for services. At the time of acceptance of the proposal, the City will have the option of which alternative would best serve the needs of the City.
12. Will the fees quoted in the proposal remain firm during the entire contract period? If no, for what period will your fees remain firm? What are the criteria and frequency for adjusting your fees?
13. State that the proposal submitted shall be binding upon the financial institution for 120 days from the submission date and that the individual signing proposal is authorized to make such commitment.

IX. FORMAT FOR SUBMISSION OF PROPOSAL

In order to simplify the review process and obtain the maximum degree of comparison, proposals must be organized in a standard format. The following outline indicates organization which will provide information necessary for the processing of the proposal.

1. Title Page: Indicate the name of the institution, local address, telephone number, name of the contact person, and the date.
2. Table of Contents: Include a clear identification of the material by section and page number.
3. Letter of Transmittal: Limit the letter of transmittal to one or two pages. Briefly state the institution's understanding of the services to be performed and state the names of the persons who will be authorized to make representations for the institution. Also, state the person signing the letter is authorized to bind the institution.
4. Profile and Qualifications of the Institution: Include responses to all required and additional services as described with this Request for Proposal. State the location of the office (or offices) from which the various services are to be performed, identify the personnel who will work on the City's activity, and give the names and telephone numbers of client references for which similar services are provided.
5. Fees: Complete Exhibit B for calculating fees. Two (2) fee proposals should be submitted separately from the Banking Services RFP. The first should contain the estimated annual fee based on the projected activity shown. The second would be the non-interest bearing, compensating balance to be kept in the institution in lieu of monthly fees. The City has the option of choosing the method most advantageous to them.
6. Additional Section: Since the preceding sections are to contain only data that is specifically required, any additional or supplemental information considered essential to the proposal shall be included in this section. If there is no additional data or information to present, state, "There is no additional data to be presented."

X. REQUESTS FOR INFORMATION

All request for information and questions regarding this RFP must be forwarded in writing no later than 12:00 pm on Friday, September 23, 2022 to:

Request for Proposal – Banking Services
Attn: Jared Peterson
201 W 4th Street,
Pittsburg, KS 66762

By 5:00 pm on Tuesday, September 30, 2022 responses to questions will be provided to entities requesting responses and to all known proposers. The responses will also be posted as an addendum to the RFP on the City's website, pittks.org or available upon request.

XI. EVALUATION OF PROPOSALS

Proposals will be evaluated by a Committee utilizing the criteria set forth below. The City staff will make a recommendation to the Governing Body. All proposals submitted will be the primary document upon which each proposal will be evaluated. All proposals will first be screened

to determine minimum institution qualifications as outlined in this RFP. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

Submitted proposals will be judged on the following evaluation criteria:

1. Scope of proposed services.
2. Cost of services and effectiveness of total services performed.
3. Experience, expertise and qualifications of key bank personnel assigned to the City.
4. Financial strength and stability of the bank.
5. Value of any new products or services suggested.
6. Quality level of services to be performed and proposed approach to cost control, service level monitoring and administration.
7. Clarity, completeness and timeliness of information provided for evaluation to the City.
8. Quality of any in-person interview with the City's selection committee.
9. Responses to reference checks.

With the RFP, we intend to ensure that the City places our tax dollars in a financial institution that values environmental sustainability, uses ethical business practices, and demonstrates a commitment to community development. Additional evaluation criteria will be based on the banking institution's ability to align with these values and provide and deliver community needs. Please describe your policies and actions in the following areas:

1. List any services presently in place that serve the unbanked and/or underbanked community. If none, are any such programs being developed?
2. List any financial education and counseling programs and/or resources your bank has available to meet the needs of the community.
3. Does the Respondent directly or indirectly engage payday lending, or support payday lending in any manner?
4. List any loan modification programs presently in place. If none, are any such programs being developed?
5. List any small business loan programs presently in place. If none, are any such programs being developed?
6. List any affordable home loan programs presently in place. If none, are any such programs being developed?
7. List any loan programs presently in place that specifically assist Minority/Women Business Entity businesses. If none, are any such programs being developed?
8. List any partnerships with minority-owned or controlled institutions that lend in low- to moderate-income census tract areas of the City.
9. Describe the ways in which your financial institution is committed to social responsibility. Does your financial institution have a policy statement detailing such commitments?
10. Describe the ways in which your financial institution is committed to environmental responsibility. Does your financial institution have a policy statement detailing such commitments?
11. Do you have a clearly defined and communicated ethics policy or code of conduct that is understood and accepted by all employees? Please give details. If not, please explain why and any work done to develop one.
12. Do you have a clearly defined and communicated policy and process whereby employees can report and have investigated any concerns or suspected illegal activities in the workplace without threat of reprisal, intimidation or harassment?

In addition to the banking institutions' services, please provide the following:

- A list, including address and zip code, of all banking locations, including affiliates and/or subsidiaries, located within the city limits of Pittsburg, Kansas, and the services provided at each location.
- Describe any loan programs that might be available should the City provide an injection into the Respondent bank in the form of a time deposit. NOTE: The deposit referenced here would not be available as collateral for any loans issued under any such program unless approved by the City Council.
- Are there any other reports the Respondent bank routinely prepares and distributes that provide information regarding any such programs as listed directly above that would be made available to the City?

The City reserves the right to utilize other appropriate selection and evaluation criteria as it deems necessary.

XII. PROPOSAL SCHEDULE

<u>Event</u>	<u>Deadline</u>
Issue RFP	September 12
Questions Regarding Proposal Due 12:00	September 23
Responses to Questions Distributed and Posted by 5:00	September 30
Proposals Due 5:00	October 7
Bank Presentations	Week of October 24
Contract Approved by Commission	November 8
Expected Implementation Date	January 2, 2023

Please note that these dates are anticipated and are subject to change.

XIII. CONTRACT REQUIREMENTS

All banks submitting proposals in response to this RFP must include in their proposal drafts of contracts for those banking services included in each proposal:

1. Security Agreement
2. Pledge and Custodial Agreement
3. Treasury Management Services Agreement
4. Wire and ACH Transfer Agreement
5. Other Agreements that the City will be required to execute

The award of any contract for banking services pursuant to this RFP process is contingent upon the bank(s) receiving the award and successfully negotiating a contract for those banking services with the City. In the event the selected bank(s) will not execute an agreement that satisfies the contract terms required by this Section, or the City is unable to negotiate a contract it deems acceptable with the selected bank(s), the City may withdraw its award for banking services with the selected bank(s) and award its banking services to the next most qualified bank, or the City may call for new proposals at its option.

The following contract terms must be included in all contracts for banking services. The City reserves the right to modify these contract terms by amendment, addition or deletion as it deems appropriate.

1. **RIGHT OF CITY TO TERMINATE AGREEMENT**

- a. **Termination for Cause.** Without in any manner limiting the right of the City to terminate this Agreement or declare the BANK in default thereof for any reason set forth herein or in the Request for Proposal documents, if the work to be done under this contract shall be abandoned by BANK; or if this Agreement shall be assigned by BANK otherwise than as herein provided; or if the BANK should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the BANK or any of its property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, that the BANK is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the BANK of the City's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon the BANK arrangement satisfactory to the City, and its sole discretion, be made for the continuance thereof, this Agreement shall cease and terminate unless the City otherwise agrees to continue the Agreement. In the event of such termination, the City shall immediately serve notice thereof upon the BANK, and the City may take over the work and prosecute same to completion by contract with another banking institution or otherwise and in such event the City may take possession of and utilize in completing the work any and all documents and other materials as may be necessary therefore. When BANK's services have been so terminated, such termination shall not affect any rights or remedies of the City against BANK then existing or which may later accrue. Similarly, any retention or payment of monies due BANK shall not release BANK from liability.
- b. **Termination for Convenience.** City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the BANK, to terminate this Agreement by providing sixty (60) days prior written notice of such termination to BANK. Upon receipt of such notice from City, BANK shall: (1) immediately cease all work or (2) meet with City and, subject to City's approval, determine what work shall be required of BANK in order to bring the Project to a reasonable termination in accordance with the request of the City. If City shall terminate for its convenience as herein provided, City shall compensate BANK for all work completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Any termination of the Agreement for alleged default by BANK that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

2. **INDEMNITY**

- a. **Definitions**
 - For purposes of indemnification requirements, the following terms shall have the meanings set forth below:
 - i. The "BANK" means and includes BANK, all its employees, officers and directors, agents and assignees, and all its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and
 - ii. "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).
- b. **Indemnity**
 - For purposes of this Agreement, BANK hereby agrees to indemnify, defend and hold harmless the City, its employees, officers, elected officials and agents from any and all "Loss" where "Loss" is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the BANK. It is agreed as a specific element of consideration of this Agreement that this indemnity

shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the BANK's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the BANK to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

3. INSURANCE

During the performance of this contract, the BANK agrees to maintain for the duration of the contract, insurance coverage of the types and minimum liability as set forth below. Before entering into a contract, the successful bank shall furnish to the City a Certificate of Insurance verifying such coverage and identifying the City as a loss payee on the valuable paper's coverage. The certificate holder on the Certificate of Insurance shall be as follows:

City of Pittsburg, Kansas
 Attn: City Clerk
 201 W. 4th Street,
 Pittsburg, KS 66762

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice, by registered mail, to the stated address of the certificate holder.

- a. Banker's Professional Liability: \$2,000,000 per occurrence and as an annual aggregate.
- b. Banker's Blanket Bond: Coverage must be provided on Banker's Blanket Bond Standard Form 24 with a minimum limit of \$3,000,000 per loss under Insuring Agreements A-Fidelity, B-On Premises and C-In Transit. A minimum limit of \$2,000,000 shall be provided under Insuring Agreement E-Securities. Computer Crime coverage, in an amount not less than \$2,000,000, is to be provided either by endorsement to the Banker's Blanket Bond or by separate bond. If courier/messenger service is to be utilized for pickup and delivery of receipts, this service must also be covered under the Banker's Blanket Bond.
 - c. Workers' Compensation and Employer's Liability
 - i. Workers' Compensation: Statutory
 - ii. Employer's Liability:
 - 1. Bodily Injury by Accident \$100,000 each accident
 - 2. Bodily Injury by Disease \$500,000 policy limit
 - 3. Bodily Injury by Disease \$100,000 each employee
- d. Industry Ratings: The City will only accept coverage from an insurance carrier which offers proof that the carrier:
 - i. Is licensed to do business in the state of Kansas
 - ii. Carries a Best's Policyholders rating of A or better; and
 - iii. Carries at least a Class X financial rating; or
 - iv. Is a company mutually agreed upon by the City and the BANK.

A statement to the effect that the institution meets the insurance requirements must be contained in the response to the proposal. A certificate of insurance, naming the City as additional insured, shall be provided to the City by the successful institution within fifteen (15) days after notification of award.

4. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS, RULES AND LAWS

The bank shall remain informed of, and shall comply with, all applicable laws, ordinances, rules, regulations, and orders of the City, County, State, Federal, or any other public bodies, which apply to work performed under this agreement. The bank shall provide all necessary safeguards and

protections as set forth by the United States Department of Labor, Occupational Safety, and Health Administration.

The BANK agrees that:

- a. The BANK shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, ancestry or age;
- b. In all solicitations or advertisements for employees the BANK shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. If the BANK fails to comply with the manner in which the BANK reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Bank shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. If the BANK is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the BANK shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- e. The BANK shall include the provisions of paragraphs 1. through 4. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- f. In accordance with Federal Transit Administration regulations (49 CFR 26.27), the City of Pittsburg, KS, Pittsburg Transit, as a federal grant recipient, is required to consider using financial institutions owned/controlled by socially and economically disadvantaged persons, also known as the Disadvantaged Business Enterprise (DBE) Program.
- g. The BANK further agrees that the BANK shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

5. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

6. NEGOTIATION

The City reserves the right to negotiate any and all elements of this proposal.

**EXHIBIT A: APPLICATION TO ACT AS DEPOSITORY
CITY OF PITTSBURG, KANSAS
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

BANK NAME _____ **DATE** _____

To:
Request for Proposal – Banking Services
Attn: Jared Peterson
201 W 4th Street,
Pittsburg, KS 66762

The undersigned certifies that the bank submitting this proposal is an institution eligible to be a depository of public funds pursuant to K.S.A. 9-1401, et. seq., as amended.

Please answer the following question:

Does the Bank have a main office or a branch office in the City of Pittsburg, Kansas?

_____ Yes _____ No

If no, please indicate nearest location to Pittsburg, Kansas: _____

The undersigned hereby proposes, if selected by the City of Pittsburg, to furnish the following services at the prices and terms stated, subject to all instructions, hereto. By submitting this signed proposal, the bank officially agrees to provide the services requested. This agreement covers all the terms, conditions and specifications of this proposal. The prices shall remain fixed for the term of the contract.

Proposing Bank: _____

By: _____

Title: _____

**EXHIBIT B: REQUIRED SERVICES
CITY OF PITTSBURG, KANSAS
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

Financial Information:			
As of Qtr. End Date:			
FDIC Insurance Coverage:	Yes	No	
CRA Rating:			
Total Assets:			
Total Equity:			
Ratio - Equity divided by the Assets in % form:			
Current Net Profit (Loss) for Qtr.:			
Profit (Loss) as a percent of Equity:			
Total Deposits:			
Total Time Deposits of \$100,000 or more:			
Total Loans:			
Total Loans 90 Days or More Past Due:			
Loan Loss Reserve as % of Total Loan:			
Total Troubled Debt:			
Total Renegotiated Amount of Troubled Debt:			
Allowances for Losses on Non-Real Estate Loans:			
Capital Ratio (Tier 1 and Tier 2; three most recent years):			
Risk Based Capital Ratio (three most recent years):			
DBE Financial Institution:	Yes	No	

Enclose a copy of the most recent audited financial statements

CITY OF PITTSBURG, KS – BANKING SERVICES RFP

Interest Calculation: The financial institution will pay the City interest on the daily collected balance in the City’s account at the rate named below. The rate may be a fixed or variable rate. If the rate is variable, state the index used and the number of basis points above or below the index. Provide a one-year history of the index.

General Operating Account:	
Fixed %:	_____ %
Variable: Tied to T-bill rate Tied to T-bill rate Other Index*	_____ Basis Points Above _____ Basis Points Below _____ % Rate Only *State index to be used
Healthcare Services Account:	
Fixed %:	_____ %
Variable: Tied to T-bill rate Tied to T-bill rate Other Index*	_____ Basis Points Above _____ Basis Points Below _____ % Rate Only *State index to be used

GENERAL ACCOUNT BALANCES BY MONTH FOR 2021-2022:	
MONTH	ACCOUNT BALANCE
January-21	\$ 5,703,932.05
February-21	4,766,802.21
March-21	5,131,091.88
April-21	2,811,646.72
May-21	6,330,309.11
June-21	5,897,765.59
July-21	6,764,730.75
August-21	6,036,953.44
September-21	4,892,475.44
October-21	5,082,469.36
November-21	4,565,520.63
December-21	5,194,768.53
January-22	4,848,907.49
February-22	4,452,656.33
March-22	5,368,306.79
April-22	5,060,221.53
May-22	4,527,874.23
June-22	4,997,625.75
July-22	4,972,054.63

CITY OF PITTSBURG, KS – BANKING SERVICES RFP

CITY OF PITTSBURG BANKING SERVICES CONSOLIDATED BID FORM REQUIRED BANKING SERVICES				
BANK DEPOSITORY SERVICES	ESTIMATED MONTHLY VOLUME	COMPLIANT CHARGE PER ITEM	NON-COMPLIANT CHARGE PER ITEM	MONTHLY CHARGE
<i>General Operating Account</i>				
ACH Credit	350			
ACH Debit	450			
Checks Paid	300			
Stop Payments	2			
Deposited Items	2,000			
Deposited Items Returned	5			
Incoming wire	1			
Outgoing wire	1			
Internet Banking	Daily			
On-line ACH, Wire, Book Transfers	Daily			
Current Day Balance Info	Daily			
Prior Day Balance Info	Daily			
Download Exportable Account Info	Monthly			
ACH Debit Filter	Daily			
Positive Pay	Daily			
Monthly Statements/Account Maintenance	12			
Account Monitoring/Balance Reporting	Daily			
<i>On an attachment, itemize and describe any other fees that would be associated with this account</i>				

**EXHIBIT C: OPTIONAL SERVICES
CITY OF PITTSBURG, KANSAS
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

Use Exhibit C to submit your proposal for the optional services or any recommendations: Section V of this RFP.

**EXHIBIT D: OTHER VALUE-ADDED SERVICES
CITY OF PITTSBURG, KANSAS
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

Use Exhibit D to submit your proposal for other services not specified by this RFP.