



**LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
REQUEST FOR PROPOSAL OF BANKING SERVICES**

April 5, 2017

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
REQUEST FOR PROPOSAL OF BANKING SERVICES

I. INTRODUCTION

A. General Information

The Lisle-Woodridge Fire Protection District (the “District”) a taxing body in DuPage and Will Counties with an annual operating budget of \$17.9M, is seeking proposals from qualified commercial banking institutions who possess the capability and expertise to provide depository and supplementary banking services for the District according to the requirements set forth in this document. The purpose is to obtain the highest quality services at the most competitive price.

B. Instructions

1. Proposals: Two (2) copies of the proposal should be returned in a sealed envelope and labeled “Request for Proposal for Banking Services”. Responses should be mailed or delivered to:

James Howard, Finance Director
Lisle-Woodridge Fire Protection District
1005 School Street
Lisle, IL 60532

2. Questions and Additional Information: Requests for clarification or additional information should be e-mailed to jhoward@lwfd.org. Responses to requests will be sent to all proposers. All requests must be submitted by 4:00 p.m. on April 28, 2017. Requests after this date will not be answered.

3. Target Dates:

April 5	-	Distribution of Request for Proposal
April 28	-	Proposals due by 4pm.
May 16	-	Recommendation to Board of Trustees
May 23	-	Award of contract by Board of Trustees
July 1	-	Contract to take effect

The District intends to adhere to the target dates, however it is understood that upon submission of your proposal, the interest rates and fees will be valid for a period of one hundred twenty (120) days after April 28, 2017. **Late proposals will not be considered.**

4. Bank Qualifications: For a proposal to be considered and evaluated, a bank must:
 - Be insured by the Federal Deposit Insurance Corporation (FDIC)
 - Have a full service branch in or near the Fire District
 - Be able to provide 102% of collateralization of all District deposits in compliance with the District's Investment Policy
 - Provide a copy of a recent investment rating report provided by a nationally recognized rating agency
 - Have the capability of providing all required services within the bank without the use of joint ventures, consortiums or contract service providers

5. Selection Criteria: The following criteria will be used to evaluate the proposals and award the banking services contract:
 - Cost of services and interest rates offered
 - Customer service and banking relationships
 - Ability to provide electronic banking services
 - Safety and creditworthiness of the bank
 - Completeness of the proposal with respect to the submission of requested information and documentation
 - Ability to meet current and projected service requirements over the term of the banking services contract

When the District has tentatively selected the successful proposer, a conference may be requested to formulate plans in detail, to clarify any unclear items, and to complete negotiations prior to the formal award. At any time during the conference, the District may choose to modify the choice of a selected proposer, if there is just cause and the District determines that such a change would be in the best interest of the District.

6. Terms and Conditions:
 - a. The District reserves the right to reject any and all proposals and to accept or reject any item or combination of items. The award will be to the proposer whose proposal complies with all the requirements set forth in this RFP, and whose proposal in the opinion of the District, is the best proposal taking into consideration all aspects of the proposer's response, including the total net cost to the District. ***Exceptions to any specification must be noted and will be included in the final analysis of the proposal.*** Any exception costs will be added or subtracted from the proposal that is submitted to arrive at a net cost to the District.

 - b. In the event that the proposer to whom the services are awarded does not execute a contract (Exhibit C) within thirty (30) calendar days after the award of the bid, the District may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly. The District assumes no cost by the proposers in preparation of this proposal.

 - c. The proposal package includes three months of transactions for 2016. This is the District's best estimate of the average volume and the District in no way guarantees these as minimum or maximum volumes.

- d. Proposers shall thoroughly examine and be familiar with the specifications within this request.
- e. Either party may terminate the contract by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for six (6) calendar months. The bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid because of the termination of this contract. If the bank exercises the right to terminate the contract early, the cost of any check stock on hand shall be reimbursed to the District by the Bank, along with any other out of pocket costs that the District incurred to transition to another banking institution.
- f. Qualified proposing banks must submit a copy of its audited financial statements for the past two fiscal years. These statements must also include an auditor's unqualified opinion and appropriate notes to the financial statements.
- g. Qualified proposing banks must submit a copy of all contracts and agreements necessary for the services requested in this proposal.
- h. During the term of this contract, the Financial Institution shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The Financial Institution shall have a written policy statement on equal employment opportunity declaring that it does not discriminate based on race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable state or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract.
- i. The successful bidder shall comply with the provision of the Illinois Drug Free Workplace Act and the Americans with Disabilities Act.
- j. Failure to comply with any of these terms and conditions of this RFP by the awarded bank will be cause for termination of the "Banking Services Agreement" to be entered into.

- k. The Bank and all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees hereby agrees to indemnify, defend and hold harmless the District, its officers, agents, employees and representatives from any all loss, damage liability or expenses of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney’s fees and the cost of defense) where the 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 his indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the District or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the District’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 District. Nothing in this section shall be deemed to impose liability on the Bank to indemnify the District for loss when the District’s negligence or other actionable fault is the sole cause of loss.

II. SCOPE OF BANKING SERVICES

A. Term of Agreement

The District’s current banking services agreement expires June 30, 2017. The new banking services agreement will be for four years beginning approximately July 1, 2017 and ending on June 30, 2021. The District reserves the right to extend the contract for an additional two years at the end of the initial four-year period. All costs will remain fixed for the initial four-year term of the contract. Banking service charges for the first optional renewal period will be based on charges proposed, plus an increase (or decrease) not to exceed an amount equal to the cumulative “Tax Cap” figure as determined by the DuPage County Clerk’s office for the first four years of this contract.

B. Collateralization of Account Balances

All District funds on deposit **must** be collateralized at all times according to the terms in Exhibit D, Investment Policy. Monthly reports detailing the adequacy of collateral must be supplied by the bank within ten (10) business days of the close of each month to the District via mail, fax or e-mail.

C. Accounts Included

The District requires two separate accounts – payroll/checking account that is established as zero balance account with sweeps from a main depository account to cover checks presented. The main account will earn interest at all times.

D. Compensating Balances and Monthly Account Analysis

The District seeks to maximize the interest earnings within each of its accounts. The District has utilized different methods over the years – compensating balances with overnight sweep accounts as well as interest received and fees charges based upon the monthly activity/analysis (See Exhibit D).

Based upon the data provided, please provide rate that the Bank thinks is the best arrangement for the District’s accounts and operations. Please include the interest rate benchmark the Bank uses if an overnight sweep account is recommended (e.g., the 90-day Treasury Bill rate).

All charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis statement shall be delivered to the District within ten (10) business days of the last day of each month and shall contain a detailed itemization of charges of types and volume.

E. Internet Banking Services

The District requires the successful proposer to provide “on-line” banking services. Please provide a description of the bank’s internet services available. Please include security measures in place to ensure protection of the District’s assets. At a minimum, the District wishes to use internet banking for the following:

- Daily Balance Reporting
- Detailed information on cleared checks, deposits, chargebacks, wire transfers in and out, interest payments, etc.
- Initiation of regular recurring wire transfers
- Initiation of ACH debit and credit transactions with the ability to save recurring transactions
- Placement of stop payment orders
- Multi-level security for District finance employees
- Positive pay exception item images

F. Positive Pay

The District currently utilizes positive pay and the proposing bank must be able to provide this service. The District is very fraud conscious and is willing to look at any suggestions/products that address this issue.

G. ACH

The bank must be both a “sending” and “receiving” bank on the Automated Clearing House system to accommodate a payroll direct deposit program.

The District offers ACH direct deposit of payroll to its employees and the bank(s) of their choice. 100% of employees participate. Currently, the District transmits payroll via the Internet to the bank on Tuesday for processing and credit to the employees’ accounts by the opening of the business day on Thursday. Explain the bank’s cutoff schedule for receiving data electronically to ensure that employee accounts are credited as required.

H. Statements

Monthly bank statements will be for the full calendar month and dated the last calendar day of the month. The District shall receive the statements within seven (7) working days after the end of the calendar month. The statements must include a list of all items clearing the account. Please specify whether the Bank can supply statement information in an electronic format (e.g. on-line access). Deposits will be sorted in date order, checks will be sorted in numerical order, and other debit/credit items shall be separated and in date order.

I. Designated Account Executive(s)

The District requests that the proposing banks provide a listing of the officers of the staff team and include name, title and length of service with the bank/vendor. Remaining staff should be identified by name and title; additional qualifications and experience on similar projects may be included.

Please include the range of corporate services performed by the Bank and its background in providing these services to public entities.

Please include the full name and principal address of the financial institution and indicate whether the institution operates independently as a bank or as a holding company affiliate. Include the state in which the Bank is incorporated to operate and the date of incorporation.

J. References

Provide a list of client references of similar sized and/or municipal accounts that the Bank has served over the past two years and is currently serving. Please provide no less than three (3) references with a contact person and telephone number for each reference.

K. Other Banking Services and Conditions

- Deposit discrepancies, should any occur, must be brought to the attention of the Finance Director or their designee on the same day as the discrepancy is found. This must be communicated by telephone with follow-up in writing for any debits/credits made to correct the error.
- Returned checks submitted for deposit to the accounts will not be immediately returned by the bank. Instead, the check must be presented for payment a second time. If the check is returned a second time, the District's account shall be debited and the check shall be returned to the District. No fee shall be charged by the bank for automatically re-depositing the first time.
- Research services, such as microfilming and other balance inquiries will be performed at the request of the Finance Director or their designee. Such charges, if any, for those services will be included in the monthly analysis statement. Please indicate the per request fee for this service.

III. PROPOSALS

A. Explanation of Proposal Form

Use of the Proposal Form (Exhibit A) or a copy thereof is **required** of all proposers. No proposal will be considered without answers being placed on these forms.

The Finance Director reserves the right to eliminate any individual service contained in the bid, if based on analysis, the fees for providing the service is excessive, or if the service proposed can be performed in an alternative manner.

B. Completion of Proposal Form

Each bank should provide a proposal price for each service as seen on statements attached (Exhibit D). If the bank does not wish to charge for a particular item, please indicate that by including “no charge” for the appropriate service.

It is the intention of the District that all per item charges remain fixed over the life of the initial four-year contract. However, the District recognizes that an adjustment in a per item charge may be necessary based on price changes mandated by federal regulations. Adjustments in per item charges will only be allowed upon the bank submitting written notice of such an increase to the Finance Director two months prior to any increase taking effect and upon demonstration of such a mandate. Changes must be final and not proposed.

IV. SUMMARY

All banks are requested to complete the form “Proposal for Banking Services” and attach the requested forms, reports and Exhibits and return the package (2 copies) to the District in accordance with the instructions in Section I B.

The District intends to enter into a formal Banking Services Contract with the awarded bank that will incorporate all provision of the Request for Proposal. Additional terms and conditions will not be included in the contract unless mutually agreed to by both parties.

PROPOSAL FOR BANKING SERVICES

LISLE WOODRIDGE FIRE DISTRICT

Proposal submitted by:

Bank: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

This proposal contains all the information requested in the Request for Proposal, including the following exhibits:

Exhibit A Additional Information Requested

Signature

Typed Name

Title

Date

**LISLE WOODRIDGE FIRE DISTRICT
PROPOSAL FORM**

EXHIBIT A

Additional Information Requested

1. Does the FDIC insure over \$250,000 at your bank?

2. What is the location of the bank/branch that would be servicing the District?

3. Is your bank an on-line cash and securities member of the Federal Reserve?

4. Will your bank be able to provide the required collateral?

5. Have you attached a copy of your most recent investment rating report by a nationally recognized rating agency?

6. Have you included copies of all documents requested by the District?

7. Have you included all agreements and forms required by the bank for requested services?

**LISLE WOODRIDGE FIRE DISTRICT
PROPOSAL FORM**

EXHIBIT B

PURCHASING CARD SERVICES QUESTIONNAIRE

1. Does your bank provide purchasing cards?

2. If your bank provides public sector credit cards, explain the card's features. Is it a multi-card, a travel card, fleet card or purchasing card?
 1. Provide a brief summary on the card's features and purposes.

4. Does your card set spending limits and controls? If so, please provide examples of what controls exist (e.g. dollar limits on transactions, merchant and category code restrictions, etc.).

5. Does your bank provide online data management for card activity and expenses? If so, please describe your system of online data management.

6. Are there any one-time start-up charges associated with purchasing cards? If so, what are they for and what are the total charges?

7. Are there monthly transaction or reporting fees? If so, what are they?

8. List any other charges the District may incur associated with purchasing cards not mentioned in this cost proposal form.

**LISLE WOODRIDGE FIRE DISTRICT
BANKING SERVICES AGREEMENT**

EXHIBIT C

This Agreement, made and entered into this ____ day of _____, 2017, between the Lisle-Woodridge Fire Protection District, an Illinois Municipal Corporation, with offices at 1005 School Street, Lisle, Illinois 60532 (hereinafter referred to as the "District") and (_____), with offices located at _____, and licensed to do business in the Sate of Illinois (hereinafter to as the "Contractor").

_____, having submitted a Bid Proposal for providing certain banking services for the District pursuant to the specifications set forth within the proposal for banking services required by the District, and having been awarded a contract to provide this service, hereby accepts and agrees to comply with the specifications set forth within the Banking Services Proposal dated March 1, 2012. The parties therefore agree that the attached Cost Proposal(s) constitute the "Agreement" between the parties.

IN WITNESS WHEREOF, _____ has caused this Agreement to be executed in its name by a corporate office and the District has caused same to be executed in its name by the District President, and its corporate seal to be hereunto affixed and attested, all being thereunto duly authorized.

Accepted this __ day of _____, 2017.

By Position/Title

By Position/Title

Bank

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT, ILLINOIS

Accepted this ____ day of _____, 2017.

Brent Frank
Board President

Attest:

Chad Chaffin
Board Secretary

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT

**BANK STATEMENTS
EXHIBIT D**