

**REQUEST FOR PROPOSALS (RFP)
For Banking Services
For the TOWN of North Yarmouth
located in North Yarmouth, Maine**

I. INTRODUCTION

The Town of North Yarmouth is soliciting competitive proposals for depository banking services for a period of Six (6) years. The successful Proposer will provide banking services for the TOWN including depository, cash management, and checking services.

SUBMISSION REQUIREMENTS

Six copies of the proposal are required for submission and should be marked "Proposal for Banking Services for North Yarmouth" and delivered to 10 Village Square Road, North Yarmouth, ME 04097, **by Noon, on or before August 29, 2023.** We will also accept an electronic proposal if sent to Diane Barnes, Town Manager at dbarnes@northyarmouth.org

Please notify us of your intent to submit a proposal by e-mailing Diane Barnes at dbarnes@northyarmouth.org by Wednesday, August 23, 2023.

Questions regarding this RFP are to be sent by e-mail to Diane Barnes at dbarnes@northyarmouth.org by Wednesday, August 23, 2023. Answers to questions received will be shared with all proposers. Responses will be sent via e-mail.

Proposers are reminded their submitted proposals become public records once they are opened. No proposal may be withdrawn within a period of sixty (60) days after the opening of bids.

To assist the Town's review, please provide responses in the order of sections listed in the RFP. If you do not wish to bid on any services, please include your negative response accordingly.

The Town's goal is to partner with a banking institution that has a strong government banking focus and understanding and can offer services and guidance that are beneficial to public agencies. Also, the Town wishes to examine the marketplace to make improvements where possible and to take advantage of new technologies.

II. SCOPE OF SERVICES

It is the intent of the Town to have one banking institution provide all the banking services specified in this RFP.

Please provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

Please provide the location of your institution's nearest branch(es) to the Town office.

Please provide a brief overview of your organization's mission, strategy, and values.

Please describe your involvement in your communities.

Please describe your institution's government banking experience in the State of Maine.

The Town prefers to work with a primary contact for managing its deposit banking relationship. Please describe your bank's experience working with municipalities and/or other government banking entities and include bio's where appropriate.

Please describe your institution's approach to relationship management, customer service, problem resolution, and quality assurance.

Please list at least three (3) references.

Please describe your banking institution's current rating, according to a national rating service, such as bankrate.com or Bauer Financial. Include information about any current or formal federal enforcement actions over the past three years.

Accounts and account services:

The Town maintains 4 checking/MMA accounts; however, the main operating account sees most of the monthly transactions. Below is a list of the accounts along with a monthly/yearly average number and type of transactions, as well as average balance as of July 31, 2023.

- Operating Account Average balance approximately \$1,789,810, 50-100 checks paid out monthly; 32 deposits (includes remote check scan & branch deposits), 227 ACH deposits & withdrawals and 6 internal transfers.

- Cemetery MMA- Average balance approximately \$51,000, 0 per year paid out; 1-2 deposits per year.

- Cemetery Perpetual Care MMA- Average balance approximately \$87,000, 1-2 deposits per year.

- TIF MMA- Average balance \$813,000, 0 checks paid out, 2 ACH deposits per year, 1-2 ACH withdrawals monthly.

The Town will require the following accounts:

- General Fund Checking
- Payroll Checking
- Cash Management Sweep/Other Investments
- Cemetery MMA
- Cemetery Perpetual Care MMA
- TIF MMA

Please provide the Town with all deposit rates associated with municipal banking services. Please include when and how often the rates are updated for customers.

Please describe what insurance and/or collateral that you will provide to protect Town deposits in excess of FDIC limits.

Please detail how your banking institution provides the following required services:

- Electronic/On-line banking (Cash Management)
- Automated Clearing House (ACH) services
- Positive Pay
- ACH Filter/Block
- Remote Deposit Capture
- Sweep Account Services
- Wire Transfer Services
- Financing Services including Lease Lending
- Balance reporting, including previous day and historical ledger and collected balances; previous day's debits and credits and ability to customize reports
- Sub Accounting
- Courier services
- Credit (or Purchasing) Cards.
- Bank Fees

Other required services include: Stop payments, deposit returns, overdraft protection, monthly account statements and service charge reports, imaging service and mobile banking technology.

Please describe any additional optional services your banking institution provides.

Please describe how your banking institution provides security for its deposit accounts and other non-public information.

III. INVESTMENT PROGRAMS

The Town currently has approximately **\$750,000** in idle funds, which require less liquidity than a daily sweep account. Although trust and reserve fund consulting services are not included within this RFP, the TOWN has the option to utilize various investment options with your banking institution. Please describe any deposit investment options available within your banking institution, in addition to your bank's sweep account product.

IV. OTHER INFORMATION

Please include a "funds availability" schedule for your banking institution.

Please describe the availability of bank statement data to the Town.

Please describe how transition to your banking institution would take place if your bank is selected.

Supplies

Awarded bank shall provide the following banking supplies, upon request, at no cost to the TOWN:

- “For Deposit Only” stamps if needed.
- Various supplies, such as coin wrappers, bill bands, coin envelopes and deposit bags, and night deposit bags, if so required, at no cost to the Town.
- Reimbursement to the Town for payroll and/or accounts payable checks.
- Deposit slips pre-printed with account name and numbers.

NSF Items

Bank will make one additional attempt to collect a deposited check returned because of insufficient funds. Checks remaining uncollectible after this attempt will be returned to the Town for processing.

Overdraft Protection

The Town will attempt to ensure funds on deposit are equal to or exceed the gross amount of checks issued. If an unintentional overdraft occurs, all checks presented for payment will be paid. Since overdrafts will normally arise because of insufficient cleared funds in the account or other unforeseen reason, the TOWN agrees the Bank shall have the right to charge interest at an agreed rate, plus an individual item fee for any overdrafts, as both are shown in the proposal set forth in Exhibit A.

V. CONTRACT REQUIREMENTS

The Bank’s submitted proposal will be the basis for the banking services agreement. No written agreement will be further required by the Town. However, the Town may request a letter of understanding from the awarded bank to further document the bank’s commitment to the Town.

Qualified Proposers

The proposing bank will be a Federal or Maine chartered bank and will be a member of the Federal Reserve System with access to all its services. Bank will have adequate organization, facilities, equipment and personnel to provide prompt and efficient service to the Town, including the ability to accept daily deposits. Bank will be in good standing and continual compliance with existing and future enacted laws, rules, and regulations of the United States and the State of Maine related to commercial banking operations.

Pricing Proposal

Please provide the Town with all fees and compensating balances associated with municipal banking services.

Contract Period

Town will require a contract period of Six (6) years, to begin October 1, 2023 or sooner.

The contract may be extended with mutual agreement between the Town and the Banking institution. The extension length can be between one and five years depending on the needs of the Town. The Town shall have the authority to continue or stop extensions depending on the needs of the Town.

Modifications

During the contract period, or any extension thereof, the Town reserves the right to renegotiate with the Bank such additions, deletions, or changes as may be necessitated by law or changed circumstances. However, no increase in quoted unit prices will be permitted and additional charges shall be added to items or services in the original proposal that remain unchanged.

Cancellation of Contract

By Notification: Either party may terminate the contract upon giving written notice of at least ninety (90) calendar days. This provision may be exercised only after the contract has been in effect for three (3) 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 as a result of the termination of the contract.

For Cause: In the event of a breach of the contract by the banking institution or unsatisfactory performance as assessed by the Town Manager, or if the banking institution performs in a manner that precludes the Town from administering its functions in an effective manner, the Town will provide written notice of the breach or unsatisfactory performance. If the banking institution has not been able to remedy the breach or improve performance within thirty (30) days following the written notice, then the Town, with the approval of the Town governing body will upon written notice to the Bank, be authorized to cancel this contract by giving a maximum of thirty (30) days as the final termination date of the contract.

Submittal Statement(s)

Each proposal shall be signed by a person legally authorized to bind the Bank to a contract.

All proposals shall have a statement indicating the proposer has read and understands all conditions as outlined in this RFP. Any exceptions to these conditions will be noted and described in the proposal.

All proposals shall also state no person acting for, or employed by the Town has a direct or indirect financial interest in the proposal, or in any portion of the profits which may be derived there from.

The Town is required to obtain written assurance from the banking institution selected stating they are an equal opportunity employer and lender.

Town Decision Process

The Town will make its decision as to which banking institution it will bank with based on the completeness of responses provided from this RFP. The Town will look at all aspects your institution provides the Town including financial cost along with support services.

The Town will evaluate the information provided, including the findings of reference checks conducted, and rates each firm by the following standards:

- Banking Fees
- Cash Management (security features, on-line banking platform, remote deposit, positive pay)
- Deposit rate
- Lending Services

- Government Banking Experience
- Other Services (like credit cards, online payments, trust)
- Courier Service

The Town reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items when it is in the best interest of the Town. During the evaluation process, the Town reserves the right to request additional information or clarifications.

In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after the award of the bid, the Town 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.