



**TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES**

Cash Management and Banking Services

The Town of Old Saybrook invites proposals for cash management and banking services. Six (6) copies of each proposal shall be placed in a sealed envelope and identified as "Proposal for Banking Services":

Proposal shall be addressed to:

Town of Old Saybrook
Ms. Lee Ann Palladino, Finance Director
302 Main Street
Old Saybrook, CT 06475

Proposals must be received no later than October 31, 2019 at 12:00 p.m. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

There will be a mandatory pre-proposal meeting held on October 24, 2019 at 10:00 AM located at 302 Main Street, Old Saybrook, CT 06475. Questions about this RFP may be directed to Lee Ann Palladino, Finance Director, by email lpalladino@oldsaybrookct.gov by October 22, 2019, and will be answered at the pre-proposal meeting. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action against the Town.

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interest of the Town.

An Affirmative Action/Equal Opportunity Employer. Minority/ Women/Disadvantaged Business Enterprises are encouraged to bid.

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REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES**

SECTION I - GENERAL INFORMATION

A. INTRODUCTION

The Town of Old Saybrook is soliciting proposals from qualified financial institutions to provide cash management and banking services.

The final award will not be based solely on price but a combination of cost, qualifications, and the determination by the Town of the successful respondent. The Town reserves the right to award services separately if deemed in the Town's best interest.

The Town accounts applicable to this RFP are as follows:

- ☐ Sweep Accounts
- ☐ General Government Disbursements
- ☐ General Government Payroll
- ☐ Board of Education Payroll
- ☐ Board of Education Disbursements
- ☐ Separate bank accounts (appx 22 accounts)

The Town currently uses a pooled cash concept with a concentration account with zero balance accounts (ZBA) linked to it (General Government Disbursements, General Government Payroll, Education Disbursements, and Education Payroll) and the second zero balance account linked to the Municipal Reserve Fund. All available funds are swept out of the concentration account overnight and are invested. Any cash remaining within the concentration account earns interest which is applied to bank fees on a monthly basis. Separate accounts are maintained to conduct various Town businesses. From time to time these accounts are closed or new ones added. The Town would like an assessment of interest earned compared to bank fees paid.

The Town accepts credit card payments through its Park & Recreation and Tax Collector departments. Other departments may accept credit card payments in the future. The Town will consider modifications to this structure as recommended if deemed beneficial to the Town both from a cost and operational perspective.

The Town would like to utilize remote deposit capture, positive pay, and online banking services.

B. MINIMUM REQUIREMENTS

To be considered, interested banking institutions must satisfy the following minimum requirements:

1. **Qualified Public Depository:** Any bank submitting a proposal must be a qualified public depository, as defined by Connecticut General Statutes (Revised), Sections 7-402 and 36a-330 and must submit the Public Depository Qualification Form, CRA Rating & Disaster Recovery Plan Questionnaire (Attachment B).
2. **Location:** State the nearest branch banking facility to be used. Should a branch banking facility not be located in Old Saybrook, specify how the services are to be provided in lieu of an available branch. In either case, the full ranges 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. It would be preferred if the qualifying bank has its home office or a full-service branch within five miles of Town Hall.

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3. **Equal Opportunity - Affirmative Action:** The Town of Old Saybrook is an equal opportunity employer and requires an affirmative action policy for all of its Contractors and Vendors. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. By signing the Proposal Sheet for this proposal, all vendors and contractors agree to this condition of doing business with the Town and should the Town choose to audit their compliance, the vendor agrees to cooperate fully.
4. **Rating:** (A) The bank shall give evidence of a rating by a rating company, such as IDC, Shesunoff or Lace rating services, of at least an "Average", or "B" rating for the past 24 months OR if not available, (B) information in the form of ratios for the past four (4) years are to be submitted with the proposal.
5. **Federal Reserve Member:** The Town prefers a bank which is a member of the Federal Reserve System. Banks that are not members of the System shall identify their correspondent member bank. The Bank will not charge the Town for any transactions processed through that correspondent relationship.
6. **Experience:** Have municipal experience with accounts of Towns of similar size to Old Saybrook within the last five (5) years.

C. TERM OF SERVICE

The selected firm or individual will be expected to commence services on or before March 31, 2020 subject to contract execution. It is anticipated the contract will be for a three-year term with options to extend for additional terms upon mutual agreement.

SECTION II - SCOPE OF 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. This information must be viewable online for at least 180 days.
2. **Bank Statements:** Month end bank statements for all accounts including zero balance accounts with documentation supporting all entries on the statement is required within two banking days after calendar month end.
3. **Check Printing:** The bank will provide MICR information to the Town and Board of Education for printing to be done in house.
4. **Check Imaging:** The bank will provide the ability to view the front and back of all paid and cancelled checks online for a minimum of 180 days. In addition, the imaging must be saved for a minimum period of seven years. Please discuss options and costs for long-term storage of the images (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 bank 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

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one year. Please discuss the options and costs for long-term storage and retrieval as requested for check imaging above.

6. **Email notifications:** The bank 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 bank will provide four-part carbon MICR deposit slips, deposit bags, coin rolls and paper bands for bills at no charge.

8. **Secure Portal:** The bank 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 are available.

9. **Account Representative:** The bank shall have assigned personnel in their municipal finance accounting department available to answer questions pertaining to Town transactions which require more explanation. In addition, the bank shall provide the name and direct business telephone number of the bank 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.

B. DEPOSIT SERVICES

State the nearest bank branch office to 302 Main Street, Old Saybrook. Please discuss options for making deposits to the Bank.

Remote Deposit Capture: The Town intends to use remote deposit capture for the deposit of substantially all checks. The Town requires the ability to scan at least 1,000 checks per deposit and to print summary deposit reports and deposit reports with item details. The Town requests a breakdown of equipment needed and the cost to the Town for this program.

C. LOCKBOX SERVICES

The Town currently does not use lockbox services for its tax payments or its Wastewater Program assessments and would like to consider this service as part of this proposal. These payments come due in July, November, December, January and May. The Town processes approximately 23,000 tax bills and 1,700 sewer use bills each year. The Town prefers an Old Saybrook post office box for lockbox remittances. Courier service will be provided daily to and from Town Hall and the post office during lockbox operation periods. This will be a new service. Respondents shall indicate if there will be an additional charge for this service. In addition, the Town requires the ability to search payment details online for at least one year and the ability to print a copy of selected checks from the online database.

Proposal shall detail lockbox options, including the following key items:

- Time and frequency of pickups.
- Turn-around processing time.
- Deposit deadlines.
- Acceptance criteria for payments.
- Rejection criteria for payments.
- Method and time of data transmissions (computer to computer).
- Method and time of delivery for turnaround documents.
- Ability to review exceptions online and accept or reject immediately (online decisioning).

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- Handling of payments received outside the lock-box processing system.
- Method of paying for service.
- Location of post office box.
- State whether the lockbox is operated by the bank or a third-party contracted by the bank.
- Include implementation plan and timetable.

In addition, the Town would require lockbox deposits to be clearly identified as such on the monthly statements or, as an alternative, to have a separate ZBA bank account solely dedicated to lockbox collections.

D. ACH SERVICES

The bank 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.

Direct Deposit: The Town and Board of Education offer direct deposit of employee payroll. The proposal should include costs for direct deposit services.

The Town and the Board of Education uses E-FINANCE financial software, by SunGard/Power School. The system produces an ACH direct deposit file in ASCII format which is uploaded to the bank's data transmission web server over a secure internet connection.

Other Disbursements: The Town and Board of Education also create and upload similar ACH files from their respective disbursement accounts.

E. ONLINE BANKING

Provide information for electronic banking services which includes access to the Town accounts online via the internet.

The Town and Board of Education require the ability to perform the following functions via this link:

- Place and remove stop payments.
- Place wire transfers and internal account transfers.
- Obtain the balances of all accounts daily. Current up to date information is to be available by 8:30 a.m. daily. The Town would prefer up-to-the-minute online balances.
- Obtain float information.
- Research the status of checks, debits, deposits and credits, and print images of cleared checks.
- Initiate ACH transfers.
- Review activity of accounts on a daily basis.
- Receive monthly bank statements.
- Receive a downloadable monthly cleared check file for check reconciliation which contains, at a minimum, the check number, dollar amount, and date check cleared.
- Download bank activity and statements in Excel format.
- Query the transaction database using specific parameters such as date range, amounts, or type of transaction.

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F. POSITIVE PAY

The Town and Board of Education use positive pay services for its largest bank accounts, including payee match. The Town and Board of Education must have the capability to electronically upload an accounts payable and/or payroll file and be notified immediately by e-mail to designated personnel of any exceptions. The Town and Board of Education use positive pay services for ACH debits. Please describe these services offered.

G. CHECK SERVICES

The awarded bank will be required to accept all checks drawn on the Town and Board of Education accounts and presented for payment each day and to sort paid checks monthly by the MICR document number (check number). The bank agrees to reimburse the Town and Board of Education up to and including \$10,000 for check stock and third-party vendor programming fees for check printing.

H. FUNDS AVAILABILITY

Deposits will be made during the business day at the nearest branch of the awarded bank. The Town is to be given credit as collected funds for all items that are cleared by the bank on the same day as the deposit is made. Items deposited that clear at institutions located within the Federal Reserve Region will be considered collected funds within one business day at a maximum. The bank will credit the Town's account for incoming wire transfers and ACH transactions on the day received regardless of the time of receipt during the day. **Attach a copy of the bank's current funds availability schedule to the proposal response.**

I. WIRE TRANSFER AND ACH SERVICES

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 of 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 awarded 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 charges from a "fail" to consummate an investment transaction or bond payment. ACH payments must be processed either the same day or next day. Please 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.

J. INVESTMENT PROGRAM

The Town will continue its customary investment program of purchasing Certificates of Deposit and depositing funds in the State of Connecticut Short-Term Investment Fund (STIF). This procedure will not be affected by the outcome of this RFP.

Any excess collected cash balances should be invested via an overnight investment mechanism. The investment account sweep mechanism and costs should be disclosed within the proposal. The basis

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used to determine the earnings rate on these funds should be disclosed as well as the method to collateralize the investment.

K. PROBLEM RESOLUTION

Explain the steps and bank's policy for obtaining problem resolution. Discuss the length of time that it takes to get a problem resolved.

The bank 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 then the Town should be promptly notified and an expected time frame for the resolution to occur should be identified and agreed upon. If the bank should discover an error the Town should 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 bank cannot rectify the problem within 21 days or the agreed upon time, then the Town will have the right to have the bank indemnify the Town for the amount in question. If the Town is not notified of errors within one week of the occurrence then the Town will have the right to have the bank indemnify the Town for the amount in question. If the bank should have excessive problems that do not get resolved within a timely manner then the Town will have the right to revoke or cancel the contract.

L. TRAINING

The bank will provide training for online services (including lockbox online decisioning) and a description/schedule for training at the time of the RFP should be included with the proposal response.

M. SERVICE ENHANCEMENTS

Please describe any service or technology enhancements that the Town should consider to improve operational or cash management efficiencies.

SECTION III - GENERAL REQUIREMENTS

A. SERVICE PERIOD

It is anticipated that the service period will be for three years. Advantages realized for a longer period should be identified and included in the proposal as necessary. The Town would like to commence transition of accounts on March 31, 2020 or sooner, depending on final contract execution.

B. PAYMENT BASIS

All costs will be billed monthly and 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 attached proposal sheet. The Town will designate which additional bank accounts shall receive interest or be charged fees. All other expenses will be charged to the General account for expenses associated with additional bank accounts. The account analysis should be sent no later than ten days after the close of the month.

C. 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.

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D. CONTRACT/AGREEMENT REQUIREMENTS

Please provide a sample banking agreement which would be executed between the bank and the Town of Old Saybrook. The successful institution will, during the duration of this contract, continue to furnish the Town with State of Connecticut Qualified Public Depository reports in a timely manner.

E. GREEN INITIATIVE

The Town of Old Saybrook is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. The Town appreciates your efforts towards a greener environment.

F. PROPOSAL SHEETS

The attached fee proposal sheet must be completed as indicated and submitted in a separate sealed envelope clearly marked **“Cash Management and Banking Service – Preliminary Fee Proposal”**. The unit charges should be completed taking into account that the Town will utilize online banking and electronic imaging services. The separate fee proposal must include cost per unit item and the annual cost based on the historical data provided. Estimated sweep and account interest earnings and annual net cost should also be factored in using historical average daily balances provided in Attachment D. Identify any areas where economies 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 request for proposal. The Bank may also recommend different approaches to conducting business that will make the Town’s banking relationship more cost effective, automated, or efficient.

G. INSURANCE REQUIREMENTS

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Old Saybrook and Board of Education and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent’s Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker’s Compensation Insurance:

- Statutory Coverage
- Employer’s Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Old Saybrook and Board of Education and their employees and agents.

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2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Old Saybrook and Board of Education and their employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Old Saybrook and Board of Education and their employees and agents.

4) Professional Liability

- \$1,000,000 Occurrence/\$1,000,000 Aggregate

5) Data Breach Liability

- \$1,000,000 Occurrence/\$1,000,000 Aggregate

6) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The awarded respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy.
- The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker’s Compensation and Employer’s Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The respondent shall provide the Town copies of any such insurance policies upon request.

H. INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town of Old Saybrook and Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including

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but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

SECTION IV - SUBMISSION OF PROPOSAL

A. PROPOSAL INSTRUCTIONS

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the Town's objectives.

All firms are required to submit:

- A **clearly marked** original and six (6) copies of their technical proposal along with an electronic version
- A **clearly marked** original and two (2) copies of the preliminary fee proposal

Proposals shall be submitted in separate sealed packages clearly marked "Technical Proposal" and "Preliminary Fee Proposal" to Lee Ann Palladino, Finance Director, 302 Main Street, Old Saybrook, CT. All technical proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked:

**SEALED REQUEST FOR PROPOSAL
CASH MANAGEMENT AND BANKING SERVICES
October 31, 2019
Noon**

All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

- a. Table of Contents to include clear identification of the material provided by section and number.
- b. A letter of transmittal indicating the bank's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the bank to a contract. This letter also must affirm that the bank or their representative has made themselves knowledgeable of those matters and conditions in the Town which would influence this proposal.
- c. Name, email address and telephone number of person(s) to be contacted for further information or clarification.

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- d. A background and qualifications statement, including a brief description and history of the bank and the servicing office including qualifications, experience, and ability to deliver banking services.
- e. Disclose any material litigation, administrative proceedings or regulatory investigations in which your bank has been involved currently or in the past three years.
- f. Include a list of not less than three current (within the last five years) municipal client references of similar size to the Town, with services similar to those outlined herein. These services either shall have been provided or are currently being provided. This list shall include the following information:
 - 1. Name of the organization
 - 2. Approximate gross cost of contract, annually
 - 3. Dates services encompass
 - 4. Services being provided
 - 5. Name, address, and telephone number of the responsible official of the organization. The Town reserves the right to contact these organizations regarding the services provided by the bank.
- g. 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.
- h. Other Minimum Requirements
 - 1. Public Depository Qualification Form, CRA Rating & Disaster Recovery Plan Questionnaire (Attachment B)
 - 2. Bank Location
 - 3. Equal Opportunity – Affirmative Action
 - 4. Rating
 - 5. Federal Reserve
- i. Scope of Services – please address the scope of services in the following order:
 - 1. Account Maintenance
 - 2. Deposit Services
 - 3. Lockbox Services
 - 4. ACH Services
 - 5. Online Banking
 - 6. Positive Pay
 - 7. Check Services
 - 8. Funds Availability – Attach copy of Bank's availability schedule
 - 9. Wire Transfer and ACH Services
 - 10. Investment Program
 - 11. Problem Resolution
 - 12. Training
 - 13. Service Enhancements (if any)
- j. General Requirements – respond as follows:
 - 1. Service Period

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2. Payment Basis
 3. Sample Account Analysis Report and Bank Statements
 4. Sample Banking Agreement
- k. Overall approach to addressing the needs of the Town for services described herein.
- l. Transition, implementation, and training schedule for all services.
- m. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
- n. Any topics not covered by this RFP which you wish to disclose to the Town and which further describe the bank's level of qualifications.
- o. Respondent must list on a separate page any exceptions to the RFP specifications.
- p. Proposal Response Page (ATTACHMENT A)
- q. Respondent is required to review the Town of Old Saybrook Code of Ethics. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on **ATTACHMENT A.**
- r. Respondent shall submit **as a separate sealed package** a preliminary fee proposal as outlined in Attachment C. As this attachment was prepared using items/terms the Town is currently charged for, identify any exceptions or additions to this schedule as necessary on the additional lines provided, or attach a separate page. Also identify cost savings that can be achieved through the combination or packaging of different services.
- s. All technical inquiries regarding this RFP must be made in writing to Lee Ann Palladino, Finance Director, 302 Main Street, Old Saybrook, CT 06475 or by email at lpalladino@OldSaybrookct.gov.

All questions, answers, and/or addenda, as applicable, will be presented at the pre-bid meeting. **It is the respondent's responsibility to attend the pre-bid meeting.** Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

B. EVALUATION CRITERIA

The Town of Old Saybrook shall select the responsible and responsive proposal which is determined by the Town to be the best suited, most advantageous, and provides the best value to the Town on the basis of the criteria included in this RFP. The Town expressly reserves the right to negotiate with the selected proposer prior to an award of any contract pursuant to this RFP. Best value shall be determined by consideration of the following factors as deemed appropriate by the Town.

The following factors will be considered by the Town when evaluating proposals:

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- Accuracy, overall quality, thoroughness and responsiveness to the Town's requirements as summarized herein.
- Public depository qualifications, CRA rating and disaster recovery.
- Demonstrated understanding of the Scope of Services.
- The qualifications and municipal experience of the bank and the designated account executive and other key personnel to be assigned to the account.
- Demonstrated successful performance on other municipal accounts.
- Capacity to provide numerous electronic banking services.
- Problem resolution services timeline.
- Geographical location of nearest branch to Town Hall.
- References.
- Approach to services.
- Transition, implementation, and training schedules for services.
- Preliminary fee proposal will not be a consideration in the initial selection committee process; however, it will serve to expedite the negotiation process.

C. SELECTION PROCESS

- This RFP does not commit the Town of Old Saybrook to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the Town of Old Saybrook. The Town of Old Saybrook reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the RFP, if it is in the best interests of the Town to do so.
- A Selection Committee will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this RFP. The Selection Committee will then short list the specific banks whose proposals best meet all criteria required and may conduct interviews with these banks. Upon completion of interviews, the Selection Committee will recommend the awarding of the mandate to the First Selectman, who is the Chief Executive of the Town.
- Based on the results of the interview process, the First Selectman or his designee will review the Scope of Services, fee proposals, and other factors with the top-rated bank(s) and negotiate a specific agreement based on these discussions.
- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

D. TIMELINE

The following schedule is anticipated. The Town intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule in the best interest of the Town as required.

| | |
|---------------------------------|----------------------------|
| Publicize RFP | October 3, 2019 |
| Pre-Proposal Meeting | October 24, 2019 |
| RFP Due Date/Time | October 31, 2019 |
| Shortlist of Proposals Received | November 30, 2019 |
| Interviews with Top Respondents | December 2019/January 2020 |
| Scope of Services/Fee Agreement | TBD |
| Contract Effective Date | March 31, 2020 |

TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES

ATTACHMENT A

PROPOSAL RESPONSE PAGE

The Respondent acknowledges the following:

NON-COLLUSION STATEMENT:

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Old Saybrook's Code of Ethics. Yes ☐ No ☐

| | |
|-------------------------------------------|-----------------------------------------|
| _____ Type or Print Name of Individual | _____ Doing Business as (Trade Name) |
| _____ Signature of Individual | _____ Street Address |
| _____ Title | _____ City, State, Zip Code |
| _____ Date | _____ Telephone Number / Fax Number |
| _____ E-mail Address | _____ SS # or TIN# |

**TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES**

ATTACHMENT B

**PUBLIC DEPOSITORY QUALIFICATION FORM,
CRA RATING & 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)

Bank Name: _____

**TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES**

ATTACHMENT C

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

The Town of Old Saybrook presently manages its banking relationship through the use of 27 checking accounts, two sweep accounts (one for the General Fund and one for the Municipal Reserve Fund) and 6 certificates of deposits. The Town requests two bids: (1) the first to price out the services as they are used today, and (2) a second optional bid where the bank would recommend a more effective banking structure, if any, in terms of price, automation and services not currently used by the Town such as lockbox services.

There are five users at the Town with full access to all banking accounts and 3 users at the BoE which require access to BoE accounts. Please price out for the entire relationship account maintenance costs and online banking (all 27 accounts, sweeps, and CDs): (1) account maintenance, (2) online access, (3) ACH, (4) wire transfer access, (5) positive pay, and (6) any other fee that would be charged that is not specifically listed below. It will be assumed that all other services are not charged.

The Town of Old Saybrook and Board of Education (BoE) use the same accounting system, but have separate databases. Therefore, the combined general fund banking package includes 4 accounts: General Fund Accounts Payable (AP), General Fund Payroll, BoE Accounts Payable and BoE Payroll. This structure is required so that the Town and BoE can use positive pay for both payroll and AP and allow for reconciliation of the segregated accounting systems. All four of these accounts use a sweep account.

I. General Fund Accounts – Transactions for the Period July 1, 2018 to June 30, 2019

| | Annual | Unit Price | Total Price |
|-------------------|---------------|-------------------|--------------------|
| Returned deposits | 24 | | |
| Checks written | 5,266 | | |
| Deposits | 16,096 | | |
| Stop payment | 1 | | |
| ACH debits | 33 | | |
| ACH Credits | 975 | | |
| Domestic Wire | 94 | | |
| Total | | | |

| GG Payroll 9209 | Annual | Unit Price | Total Price |
|------------------------|---------------|-------------------|--------------------|
| Checks written | 608 | | |
| Local Deposits | 56 | | |
| ACH debits | 185 | | |
| Total | | | |

Bank Name: _____

**TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES**

Board of Education AP and Payroll

| BOE AP | Annual | Unit Price | Total Price |
|----------------|---------------|-------------------|--------------------|
| Checks written | 3,298 | | |
| ACH debits | 4 | | |
| Total | | | |

| BoE Payroll | Annual | Unit Price | Total Price |
|--------------------|---------------|-------------------|--------------------|
| Checks written | 223 | | |
| ACH debits | 152 | | |
| ACH Credits | 1 | | |
| Total | | | |

Assumptions to be used for above analysis:

1. The Town began using positive pay during July 2019. As we do not have a historic track record, please provide full pricing for positive pay and assume that the Town is a new user.
2. The Town has not implemented remote deposit capture or lockbox services. Please assume the Town is a new user and provide all assumptions for pricing this service and full pricing schedule.

II. Other Separate Banking Accounts

1. The Town utilizes approximately 10 separate bank accounts for the sole purpose of tracking specific transactions. The Town has a separate bank account for Town Clerk, Social Services, Park & Rec, Donations as well as several accounts to track incoming ACH deposits from providers of service (i.e. health insurance payment for youth and family services) or credit card deposits associated with the various town programs that charge fees. The Town is interested in learning about credit card processing services, as well as what services the bank can offer to easily track the transactions associated with these accounts. These accounts are not currently charged fees, do not earn interest, and they typically have a balances but not one that is required.
2. The Town utilizes separate bank accounts to keep track of performance bonds and escrow monies. Typically these funds are placed with the Town for large development work and a performance bond is held until completion. The Town is interested in learning about the best method to account for and track these transactions. These accounts are not currently charged fees, and they typically have balances. If interest is earned on these accounts, the Town must be able to track the interest for each entity that monies are held.
3. The Town utilizes separate bank accounts for statutorily and legally required funds. At present the Town has 4 of these accounts. The largest is its municipal reserve fund, which has a sweep feature. The balance in this account is around \$2 million. These accounts should earn interest.
4. The Town utilizes separate bank accounts for agency and trustee accounts, including the Town's pension cash account, and 3 other funds that hold donations or other funds that is being held on behalf of others. These accounts should earn interest.

Bank Name: _____

TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES

III. Average Daily Balances for Investment

Please provide an analysis of how you propose to compensate the Town for its average daily balances available for investment.

| INFORMATION SERVICES | PER UNIT |
|------------------------------------------------------|---------------------|
| Desktop Deposit Monthly Base | |
| Desktop Deposit Report Per Item | |
| Infofax Return Monthly Base | |
| Online Portal Previous Day Subscription Monthly Base | |
| Online Portal Previous Day Item Loaded | |
| Online Portal Intraday Subscription Monthly Base | |
| Online Portal Intraday Item Viewed | |
| Online Portal Event Messaging Service | |
| Electronic Window Extended Storage 30 | |
| Electronic Window Extended Storage 120 | |
| Online Portal Prev Day Expanded Desc – Per Item | |
| TOTAL INFORMATION SERVICES | |

| LOCKBOX SERVICES | PER UNIT |
|-------------------------------------------------|---------------------|
| Lockbox Monthly Base | |
| Lockbox Data Transmission Monthly | |
| Lockbox Online Decision Monthly | |
| Lockbox Image Maintenance Monthly Base | |
| Lockbox Standard Item Processing Non Scan | |
| Lockbox Total Payments Processed | |
| Lockbox Unmatched Payments | |
| Lockbox Multi-Check/Coupon | |
| Lockbox Excess Check Only Surcharge | |
| Lockbox Remit Processed Express Mail | |
| Lockbox Correspondence Rejects | |
| Lockbox Checks | |
| Lockbox Rough Sorts <5 | |
| Lockbox Online Decision Exception Post | |
| Lockbox Online Decision Items Reject | |
| Lockbox Document Scanned | |
| Lockbox Document Scanned Non Scan | |
| Lockbox 1-Year B/W Image Archive | |
| Lockbox Daily Deposit Cut | |
| Lockbox Transmission Item | |
| Lockbox Online Portal Subscription Monthly Base | |
| TOTAL LOCKBOX SERVICES | |

Bank Name: _____

**TOWN OF OLD SAYBROOK, CONNECTICUT
REQUEST FOR PROPOSAL: CASH MANAGEMENT AND BANKING SERVICES**

| | |
|-------------------------------------|--|
| LIST ANY PACKAGE SERVICES: | |
| | |
| | |
| | |
| | |
| | |
| GRAND TOTAL FOR ALL SERVICES | |

(Grand Total for All Services Written Amount)

Earnings Credit Rate Formula: _____

Bank Name: _____

AMENDMENT 3-5-19

MUNICIPAL CODE **TOWN OF OLD SAYBROOK**

Chapter 23. ETHICS, CODE OF

History: Adopted by the Town Meeting of the Town of Old Saybrook at referendum 5-25-1995. Amended _____.

§ 23.1. Declaration of Policy and Purpose.

There is hereby established a Code of Ethics for all Town officials and employees and other affected personnel as specified in § 23-2 (hereinafter, the “Code”). The purpose of this Code is to establish suitable ethical standards for all Town officers, employees and officials by prohibiting official conduct that is not in the best interests of the Town of Old Saybrook, and to prevent conflicts of interest in official action as defined in Chapter 12 of the Town Code of Ordinances. In the event of any inconsistencies in the interpretation between this Chapter and Chapter 12 of the Code of Ordinances, this Chapter 23 shall govern.

§ 23.2 Applicability.

A. This Code shall apply to all Town officers, employees, and officials whether elected or appointed, paid or unpaid. This Code shall also apply to all town personnel including, but not limited to, the Office of the Selectmen, Board of Education, Police and Fire Commission, Town officers, Town departments, and all other personnel elected or appointed to boards, commissions, committees and agencies of the Town.

B. This Code shall also apply to all persons, businesses, consultants, companies, corporations and/or their agents and employees, or others hired by the Town or having a contractual relationship with the Town of Old Saybrook.

C. All of the above individuals or entities shall be referred to hereinafter collectively as “persons governed by this Code.”

§ 23.3 Conflict of interest.

A. Persons governed by this Code shall not engage in or participate in any business or transaction, and/or shall not have a conflict of interest, direct or indirect, which is incompatible with the proper discharge of that person’s official

duties in the public interest, or that would tend to impair that person's independent judgment or action in the performance of that person's official duties.

B. Persons governed by this Code also shall not appear at any time within a period of one year of the date upon which that person's official position with the Town ends, before any Town board, commission, committee, department, or agency with which that person was formally employed, appointed, acting, or participating on behalf of the Town, in connection with any matter or case with which that person was associated while an officer, employee, or official of the Town. Any such officer, employee, or official may, upon written application to the Ethics Commission, be released from this obligation after review and approval of such application by a majority vote of the Ethics Commission.

C. Persons governed by this code shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment, or contractual services furnished to or used by the board, commission, committee, department, or agency of which that person is a member, or of which that person or persons is or are an employee. It is further provided, notwithstanding the above, that no member of the Board of Selectmen of the Town of Old Saybrook, and no member of the Board of Finance of the Town of Old Saybrook, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment, or contractual services furnished to or used by any board, agency, or commission of the Town of Old Saybrook.

D. Persons governed by this code shall not accept or receive, directly or indirectly, from any person, firm, or corporation to which any contract or purchase order may be awarded by the Town of Old Saybrook, or any of its boards, commissions, committees, departments, or agencies, or commissions, by rebate, gifts, or otherwise, any money, or anything of value whatsoever, or any promise, obligation, or contract for future reward or compensation, except as otherwise provided in Section 23-5

E. Persons governed by this code who have a financial or personal interest in any transaction or contract with the Town, including the sale of real estate, materials, supplies, or the provision of services to the Town, shall not vote or otherwise participate in the transaction or contract on behalf of the Town. That person shall promptly disclose the conflict of interest in writing to the head of the board, commission, committee, department, or agency making the decision, and to the First Selectman.

F. Persons governed by this Code shall not request or permit the use of Town-owned vehicles, equipment, facilities, materials, or property for personal convenience or profit, except when such public property is available to the public generally, or when provided in accordance with an established municipal policy for the use of such public property by the officer, employee, or official as within the interests of the Town.

G. Persons governed by this code shall not grant any special consideration, treatment, favor, or advantage to any person, firm, or corporation beyond which is generally available to residents and/or taxpayers of the Town.

§ 23-4. Incompatible employment.

Persons governed by this Code shall not accept employment by a person, firm, company or corporation, or render services for a private interest when those services or employment are incompatible with the proper discharge of that person's official duties, or otherwise impair that person's judgment and obligation to act in the best interests of the Town.

§ 23-5. Gifts.

A. For the purposes of this provision, a "gift" is defined to mean anything of monetary value, and specifically includes travel, lodgings and meals. This provision is meant to compliment and amplify the gift prohibition set forth in Chapter 12 of the Town Code of Ordinances.

B. Prohibited Gifts

Unless an exception applies, persons governed by this code may not accept gifts that are offered because of the recipient's official position or that come from certain interested sources ("Prohibited Sources").

A "Prohibited Source" is a person or entity (or an organization made up of such persons) who:

- 1) is seeking official action by, is doing business or seeking to do business with, or is regulated by a person governed by this Code; and/or
- 2) has interests that may be substantially affected by the official action or non-action of a person governed by this Code.

C. Exceptions

There are a few exceptions to the prohibition on persons governed by this Code

accepting gifts. These exceptions allow persons governed by this Code to accept from a person other than a Prohibited Source:

- 1) a gift valued at \$20 or less, provided that the total value of gifts received from the same person totals no more than \$50 in a calendar year;
- 2) a gift motivated solely by a family relationship or personal friendship;
- 3) a gift based on a person's or spouse's outside business or employment relationships, including a gift customarily provided by a prospective employer as part of bona fide employment discussions;
- 4) a gift, including awards and honorary degrees; certain discounts and other benefits; and attendance at certain social events in which the person is attending in their official capacity..

D. Exclusions

The following items are not considered gifts and may be accepted by persons governed by this Code:

- 1) modest refreshments (such as coffee and donuts), greeting cards, plaques and other items of little intrinsic value; and
- 2) discounts available to the public or to all employees of the Town or members of a Town board, commission, committee, or agency and rewards or prizes connected to competitions open to the general public.

E. Prohibition on Soliciting Gifts

Notwithstanding the foregoing:

- 1) Persons governed by this code shall never solicit or coerce the offering of any gift, or accept a gift in return for being influenced in the performance of an official act; and
- 2) Persons governed by this code may not accept any gifts so frequently that a reasonable person might think that the person governed by this code was using public office for private gain.

F. Disposition of Prohibited Gifts

If a person governed by this Code has received a gift that cannot be accepted, that person must:

- 1) return the gift; or
- 2) pay the donor the market value of the gift; or
- 3) if the gift is perishable (e.g. a fruit basket or flowers) and it is not practical

to return it, the gift may, be given to charity, shared with the office, or destroyed.

G. Gifts between employees of the Town.

In this section, an “employee” means “an employee of the Town.”

- 1) An employee may not contribute toward, solicit contributions for, nor give a gift to the employee's official supervisor(s), or any other person in charge of determining that employee's continued employment terms (hereinafter, a “Supervisor”).
- 2) An employee may not accept a gift from another employee who receives less pay, unless the recipient employee is not the gifting employee's subordinate and a personal relationship justifies the gift.
- 3) An employee may not ask another employee for a contribution toward a gift for the employee's own Supervisor or for the other employee's Supervisor.
- 4) These rules do not prohibit an employee from giving a gift to another employee, or accepting a gift from another employee, as long as a personal friendship or familial relationship justifies the gift and the employees are not in the same supervisory "chain of command," i. e., neither employee has a direct or indirect supervisory role with respect to the other.
- 5) Exceptions:
 - a. On an occasional basis (including for a birthday or annual holiday), an employee may give, and the Supervisor (or other employee receiving more pay than the gifting employee) may accept:
 - i. gifts, other than cash, having a market value of \$10 or less per occasion;
 - ii. items such as food and refreshments to be shared in the office among several employees;
 - iii. personal hospitality at a residence which is of a type and value customarily provided by the employee to personal friends;
 - iv. gifts exchanged in connection with the receipt of personal hospitality if of a type and value customarily given on such occasions.
 - b. On "Special Occasions," an employee may give, and his or her Supervisor (or employee receiving more pay than the gifting employee) may accept a gift appropriate to that Special Occasion. Special Occasions include:
 - i. infrequently occurring events of personal significance, such as marriage, illness, or the birth or adoption of a child (as distinguished from a birthday or annual holiday); or

- ii. occasions that terminate the subordinate-Supervisor relationship, such as retirement, resignation, or transfer.
- c. In addition, notwithstanding the limitations above concerning solicitations and contributions, an employee may solicit or contribute--on a strictly voluntary basis--nominal amounts for a group gift to a Supervisor for:
 - i. items such as food and refreshments to be shared in the office among several employees; and/or
 - ii. a "Special Occasion."

§ 23-6. Procedures for complaints and advisory opinions.

The Ethics Commission shall adopt procedures and regulations for the initiation and handling of complaints, including those initiated by private citizens. The Commission shall also adopt procedures and regulations whereby all persons governed by this Code may request and receive advisory opinions from the Ethics Commission as to whether certain conduct by such officials and employees complies with this Code of Ethics.

§ 23-7. Distribution of Code of Ethics.

This Code of Ethics, together with all rules, regulations, and procedures adopted by the Ethics Commission, shall be printed in booklet form and distributed to all persons governed by this code. The Commission shall adopt regulations and procedures to implement and insure compliance with the provisions of this section.

§ 23-8. Deadline for Filing Complaints.

All complaints for violation of the Old Saybrook Code of Ethics against any person shall be filed within two years of the date of any such alleged violation. No complaint shall be filed for any claimed violation of the Old Saybrook Code of Ethics for any event occurring prior to the effective date of the enactment of the Old Saybrook Code of Ethics.

AMENDMENT 3-5-19

OLD SAYBROOK ETHICS COMMISSION PROCEDURES FOR COMPLAINTS AND ADVISORY OPINIONS

The following procedures shall be observed by the Old Saybrook Ethics Commission with regard to receiving and processing of all complaints made to it for a claimed violation of the Old Saybrook Code of Ethics and all applications for advisory opinions:

Section 1 – Definitions

A. “Commission” means the Ethics Commission of the Town of Old Saybrook, its commissioners, and any person duly authorized to act on behalf of the Commission.

B. “Hearing” means that portion of the Commission’s procedures in the disposition of matters delegated to its jurisdiction by law wherein an opportunity for presentation of evidence and argument occurs, which is preceded by due notice.

C. “Party” means each person named or admitted by the Commission as a party to a contested case, or properly seeking and entitled as of right to be admitted as a party. Each respondent shall be a party in all contested cases arising out of a complaint filed with the Commission.

D. “Person” includes any individual, partnership, corporation, association, governmental subdivision, or public or private organization of any character, or group of persons.

E. “Complainant” refers to any person who has filed a complaint with the Commission.

F. “Respondent” means any person against whom a complaint has been filed with the Commission or issued by the Commission.

Section 2 – Complaints

A. Filing: all Complaints made to the Commission shall be in writing on a form approved by the Old Saybrook Ethics Commission. Every Complaint must be signed by the Complainant under the penalties of false statement. All Complaints shall be mailed to the Chairman of the Old Saybrook Ethics Commission, Old Saybrook Town Hall, 302 Main Street, Old Saybrook, Connecticut 06475, by certified mail, return receipt requested. Except as otherwise provided herein, all Complaints shall be considered to have been “received” by the Commission when presented to the Commission by the

Chairman at its next regularly scheduled meeting, or at a special meeting of the Commission called for the purpose of receiving such Complaint.

B. Preliminary Review of Complaints: Upon receipt of a Complaint, the Commission shall review the Complaint in an Executive Session of the Commission. The Commission shall evaluate the Complaint to decide whether the allegations would constitute a violation if true, and whether it would be more appropriate to refer the matter to another administrative or judicial authority. Based on this evaluation, it may, in its discretion, deny further action upon the Complaint, or refer the Complaint to another authority and shall return notice to the Complainant of its reasons for the action taken.

If the Commission accepts the Complaint, acknowledgment of receipt shall be sent to the Complainant within five (5) days thereafter, and a copy of the Complaint shall be sent to the Respondent, certified mail, return-receipt requested, and any other means to insure receipt by the respondent.

Notice to the Respondent shall contain a copy of the Complaint, and a copy of the procedures adopted by the Commission for the handling of such Complaints. The notice shall provide the Respondent fifteen (15) days next from the date of mailing of the notice, to file a written response to said Complaint, if the Respondent chooses to do so. Said notice shall provide date of commission's next scheduled meeting to review the complaint.

Section 3 – Investigation by Commission

A. The Commission shall have the right to investigate the circumstances of any Complaint filed with it as the Commission, in its sole judgment, may deem appropriate. An investigation conducted prior to a probable cause finding shall be confidential except upon the request of the Respondent. If the investigation is confidential, the allegations in the Complaint and any information supplied to or received from the Ethics Commission in conjunction therewith shall not be disclosed during the investigation to any third party by a Complainant, Respondent, witness, designated party, or Commission member.

Section 4 – Review of Complaint

A. Following the date of acceptance of any Complaint pursuant to Section 2.B., the Commission shall hold a meeting or meetings to determine whether or not there is probable cause to believe that the Respondent has violated any of the provisions of the Code of Ethics of the Town of Old Saybrook. Said determination shall be made by the Commission within a reasonable time following acceptance of any Complaint, not to exceed sixty (60) days from the date of acceptance of the Complaint.

B. Such meeting or meetings shall be held by the Commission, in Executive Session, and not in public, except if the Respondent requests in writing at least 10 ___ days in advance of the scheduled meeting, that said meeting shall be a public hearing. At said meeting or meetings, the Commission shall review the contents of the Complaint, any written response thereto by the Respondent, and any information secured by members of the Commission as a result of its independent investigation of the alleged violation.

C. If the Commission determines that there is no probable cause to believe that a violation has occurred, it shall dismiss the Complaint, the investigation shall be terminated and no further action shall be taken thereon. Not later than ten (10) days after the determination of no probable cause, the Commission shall inform the Complainant and the Respondent of its finding and provide them a summary of its reasons for making that finding. The Ethics Commission shall publish its finding upon the Respondent's request and may also publish a summary of its reasons for making such finding. If the Commission makes a finding of no probable cause, the Complaint and the record of the Commission's investigation shall remain confidential, except upon the request of the Respondent and except that some or all of the record may be used in subsequent proceedings. No Complainant, Respondent, witness, designated party, or Ethics Commission member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a Complaint, which the disclosing party would not otherwise have known. If such a disclosure is made, the Commission may, after consultation with the Respondent if the Respondent is not the source of the disclosure, publish its finding and a summary of the Commission's reasons therefor.

D. In the event that the Commission determines that there is probable cause that there has been a violation of the Code of Ethics of the Town of Old Saybrook by the Respondent, it shall notify both the Complainant and the Respondent of that fact, in writing, certified mail, return receipt requested, within ten (10) days of the date of such determination and the entire record of the investigation shall then become public.

E. The Commission shall, in such probable cause notice, designate a hearing date which shall be not less than fifteen (15), nor more than thirty (30) days of the date of said notice. The decision of the Commission and the establishment of the public hearing date, together with all other information with respect to said Complaint and the action of the Commission thereon, shall become public information five (5) days after the date of notification to the respondent of such determination of probable cause.

Section 5 – Right of Representative

At all stages with respect to proceedings before the Commission, all parties, including the Commission itself, shall have the right to be represented by counsel, and in the case of Complainants or Respondents, by other appropriate representatives.

Section 6 – Public Hearing

A. The Commission shall conduct the public hearing established and noticed under the provisions in Section 4 above.

B. At the hearing, all parties shall be given full and ample opportunity to present, by themselves, by third-party witness, or through counsel or representatives, evidence appropriate to the matter.

C. All witnesses before the Commission shall be sworn prior to their giving testimony. Rules and evidence, as established by the Courts of the State of Connecticut, shall not apply. All rules of due process in the conduct of the hearing shall pertain, including the right to cross-examine witnesses by all parties.

D. Any evidence acquired by the Commission or its members as a result of its independent investigation, if any, shall be presented and included as part of the testimony and record evidence at the public hearing.

E. The Commission shall have discretion with reference to granting reasonable requests for continuance of the hearing, or as to the date of its initial scheduling.

F. The hearing shall be recorded and a transcript of the hearing in the form of the recording thereafter provided and adequate safeguards for the securing of exhibits shall be observed by the Commission. Following the close of the hearing, the parties shall be afforded the opportunity to file summaries, memoranda or briefs on relevant issues upon the request of any party.

Section 7 – Decision

A. Time for Decision: Within forty-five (45) days of the date of conclusion of the hearing before the Commission under the provisions of the preceding paragraph, the Commission shall render its decision on the Complaint. Notice of said decision, and the decision itself, shall be given to all parties, in writing, mailed certified mail, return receipt requested, to their last known address, within ten (10) days of the date of the decision.

B. Action by the Commission: It is recognized by the Commission, under the provisions of the Charter of the Town of Old Saybrook, as amended, that all decisions of the Commission shall be in the form of recommendation only, and cannot include any punitive action, such as fines, suspensions, or disciplinary action. When appropriate, the Commission will forward copies of the Complaint, its findings and decision, together with the recommendation of the Commission to the Board of Selectmen and to the appropriate authority, board or commission which may have jurisdiction to take action as

the result of any violation of the Old Saybrook Code of Ethics. The recipients of said report shall report back to the Commission within sixty (60) days as to the action or actions taken by such authority, board or commission having jurisdiction in the matter.

Section 8 – Limitation Re: Filing of Complaint

All complaints for violation of the Old Saybrook Code of Ethics against any person shall be filed within two (2) years next following the date of any such alleged violation. No complaint shall be filed for any claimed violation of the Old Saybrook Code of Ethics for any event occurring prior to the effective date of the enactment of the Old Saybrook Code of Ethics.

Section 9 – Time Limitations

A. All days or time limitations set forth in this document shall be deemed to be calendar days.

Section 10 – Advisory Opinions

In accordance with the provisions of Chapter 23 Section 6 of the Code of Ethics Town of Old Saybrook, the Old Saybrook Ethics Commission has adopted the following regulations and procedures for the filing of requests for advisory opinions from the Commission.

A. Any town official or employee of the Town of Old Saybrook, including, but not limited to Board of Education officials and employees, may request and receive an advisory opinion from the Old Saybrook Ethics Commission as to whether certain proposed conduct by such officials or employees complies with the Old Saybrook Code of Ethics.

B. Advisory opinions shall be limited to possible future actions. They will not be accepted concerning a current, past, or ongoing action.

C. A request for an advisory opinion shall be in writing, on a form provided to applicants, which form shall include, but not necessarily be limited to, the following information:

- 1) a general description of the conduct involved, together with copies of any supporting documentation requested, to be reviewed by the Commission.
- 2) Name and address of the applicant, and position held in Town.
- 3) The specific section or sections of the Old Saybrook Code of Ethics which are involved in the request.

- 4) A general statement as to the purpose of the request.
- 5) The request shall be signed by the applicant under the penalties of false statement.

Section 11 – References

A. The Old Saybrook Ethics Commission is established under the enabling provisions of Section 7-148h of the General Statutes of Connecticut entitled “Ethics Commission; Establishment and Powers.” The local enabling enactment is as set forth in Chapter 6, Section 5, of the Charter of the Town of Old Saybrook, and Chapter 8, Section 65 of the Town Code entitled “Ethics Commission.” Also, it should be further noted that the Old Saybrook Code of Ethics incorporates as a prohibited practice certain provisions of Old Saybrook Town Ordinance Chapter 12 entitled “Conflicts of Interest.” Said “Conflict of Interest” ordinance was established under the provisions of Section 7-479 of the General Statutes of Connecticut.