

**REQUEST FOR PROPOSAL
DEPOSITORY AND BANKING SERVICES FOR CITY OF BRENTWOOD'S
OPERATING BANK ACCOUNTS**

I. INTRODUCTION

The City of Brentwood, Tennessee invites qualified banking institutions that maintain a full service branch bank in the city limits of Brentwood to submit proposals to provide depository and banking services to the City for a three-year period beginning on or about October 1, 2015. Proposals may only be submitted by banking institutions that are Federally or State of Tennessee chartered. Written proposals, using the official forms provided herein will be received **until 10:00 a.m. CDT on Wednesday, September 2, 2015**, at the Brentwood Municipal Center Administrative Offices, 5211 Maryland Way, PO Box 788, Brentwood, TN, 37024-0788.

A. Intent

The intent of this Request for Proposal (RFP) is to select one banking institution (Bank) that can offer the highest quality of depository and banking services with the best net rate of return on balances for the City's accounts. The City will accept interest only (no fees) proposals and/or a combination of cost/earnings proposals.

B. Proposal Instructions

1. **Sealed proposals:** Paper responses to this request must be sealed in an envelope marked "Do Not Open" and identified as follows:

BANKING SERVICES PROPOSAL

Deliver to:

Mr. Carson Swinford, Director of Finance
Brentwood Municipal Center
5211 Maryland Way
Brentwood, TN 37027

Or mail to:

Mr. Carson Swinford, Director of Finance
PO Box 788
Brentwood, TN 37024-0788

2. **Proposal response:** Each proposer shall submit **only one proposal per method:**

- a). **Interest only**, whereas proposer agrees to pay a certain interest rate on City bank accounts and charge the City no banking fees for the duration of the banking contract.

b). **Traditional method (cost/earnings)**, whereas the bank would pay a certain interest rate on City bank accounts and charge the City fees for banking services.

A bank may submit just one proposal, or one for each method, for a total of two proposals.

Supporting material may be submitted; however, the decision in selecting the most responsive banking institution will be based on the standard forms provided and the information requested in the RFP.

Each proposer shall submit two (2) copies of completed Proposal Package and one (1) copy of their annual financial report for the past two (2) years. In addition, this information shall be submitted using the City's electronic solicitation service located at www.brentwood-tn.org/bids. These reports will be used by the City to determine the financial strength of the proposer. The successful proposer shall continue to furnish to the City updated issues annually.

3. Questions and Additional Information: Only written requests for clarification or additional information will be accepted and must be e-mailed to:

Mr. Carson Swinford, Director of Finance
bankbids@brentwood-tn.org

Deadline for written inquires is **Monday, August 17, 2015**

Telephone inquiries will not be accepted. Banks should clearly understand the only official answer or position of the City will be the one stated in writing. Questions answered and clarification provided will be made available to all proposers that have issued a letter of intent prior to deadline.

A Pre-Proposal Conference for banks interested in submitting a proposal will be held at 10:00 a.m. on Wednesday, August 19, 2015. The conference will be held in the 2nd floor **Commission Chambers** at the Municipal Center. The purpose of this conference is to answer questions that interested banks may have and to clarify any parts of the Request for Proposal. However, questions answered and clarification provided at the conference will be considered as having been available to all interested parties. Banks are encouraged to e-mail their questions by August 17, 2015 for response at the Pre-Proposal conference.

Any changes to the RFP will be sent to all proposers who have submitted a letter of intent to submit proposal prior to the opening date. All proposals will be on file in the office of the Director of Finance after the opening of formal proposals and may be examined during normal business hours by appointment.

4. Schedule:

Public Posting of Proposal	August 7, 2015
Written Questions Due	August 17, 2015 5:00p.m.
Pre-Proposal Conference at Municipal Ctr.	August 19, 2015 10:00a.m.
Letter of Intent to Submit Proposal	August 24, 2015 5:00p.m.
Proposals Due and Opening of Proposals	September 2, 2015 10:00a.m.
Staff Review/Recommendation	September 2-11, 2015
Award Resolution by City Commission	September 28, 2015 7:00p.m.
Implementation	October/November 2015

The City reserves the right to alter the schedule as it deems necessary.

5. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and complete description of services and qualifications to meet the City's requirements as outlined in this document. Emphasis should be on completeness and clarity of content.

6. Incurring Costs

The City is not liable for any costs incurred by Bank prior to issuance of a contract.

7. Acceptance of Proposal Content

Proposals are to be valid for a minimum period of ninety (90) days from the date of receipt by the City.

8. Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of the proposals, in compliance with Tennessee statutes.

9. Rights and Options of the City of Brentwood

The City reserves the following rights and options:

- a) Determine those proposers who are most qualified.
- b) Reject any or all proposals for any reason, at its sole discretion.
- c) Supplement, amend or otherwise modify this RFP.
- d) Cancel this RFP with or without the submission of another RFP.
- e) Issue additional solicitations for information and proposals, and

conduct investigations with respect to the qualifications of each respondent.

11. Selection Criteria:

The following criteria will be used to evaluate and to select the Bank:

- a) Complete response to all required items on standard proposal forms;
- b) Competitive interest rates offered on City accounts;
- c) Ability to meet basic service requirements, including degree of automation with internal controls in place;
- d) Ability to handle wire transfers reliably;
- e) Best availability schedule for deposit items;
- f) Location and convenience to City office;
- ~~g) Inclusion of credit card receipt merchant services;~~
- h) Ability to demonstrate online banking services that integrate with the City's accounting software system (funds transfer, wire transfers, online account balance and transaction - reporting services, check deposit and cancelled check image inquiries, stop payments, stale date check management, access to safekeeping/custodial information, access to investment performance reporting & reconciliation features);
- i) Ability to demonstrate check protection (Positive Pay) services including payee positive pay (which is payee matching) that integrates with our current and any future software systems;
- j) ACH process for Utility payments paid via a customer's online banking service.
- k) Automated Clearing House (ACH) blocking/filtering services;
- l) Check to ACH conversion;
- m) Non-sufficient funds (NSF)/ACH conversion for representation of NSF check (Represented Check Entries, RCK);
- n) Collateral requirements (reporting by the custodian required, state collateral pool confirmation);
- o) Ability to provide remote deposit capture;
- p) Additional fraud protection (two-stage authentication, token, etc.)
- q) Ability to demonstrate qualifications to provide electronic process to post Utility payments paid via online banking that integrates with the City's current and any future software systems;
- r) Ability to demonstrate qualifications to provide lockbox processing for Utility payments that integrates with the City's current and any future software systems as a **separate daily** process with any online banking payments;
- s) Daily courier service provided to transport deposits;
- t) Night deposit capability;
- u) Ability to pay and receive vendor and citizen payments electronically not previously mentioned;
- v) Option to tour facilities (i.e. lockbox, etc.);

- w) Financial strength and capacity of the banking institution (national credit service ratings, CAEL rating, LACE rating, etc.);
- x) Quality and scope of conversion plan;
- y) Additional financial services to be provided beyond the base expectations at no cost to the City (if interest only proposal) and;
- z) Best overall advantage to the City based on types and level of services provided;

Subsequent to the opening of proposals, the City staff will review the proposals and formulate a recommendation to be made to the Board of Commissioners. A conference may be requested to formulate plans in greater detail and clarify any unclear items prior to the formal award. Representatives from the selected proposer will be required to attend the award consideration City Commission meeting on September 28, 2015 at 7p.m. to answer any questions.

At anytime before consideration by the Board of Commissioners, the City may choose to modify its recommendation if the City, in its discretion, determines that such a change is in the best interest of the City.

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Bank by this RFP. Such deviations should be listed in Exhibit B; otherwise, by submitting a proposal the Bank agrees to be in strict compliance with and subject to the RFP instructions and specifications.

Any services for which the proposer desires to charge the City must be identified in Exhibit B, Deviations to the Requirements in the RFP, along with the price per item. Any services not listed thereon will be required to be provided **free of charge** during the duration of the contract.

In instances in which a deviation is listed, as required in Exhibit B, the proposal may be subject to rejection by the City for failure to meet exact requirements; except, however, said proposal may not be subject to rejection where, in the sole discretion of the City, the stated deviation is considered to be equal to, or better than, the imposed requirement and/or where such deviation does not destroy the competitive character of the proposal or the proposal process.

6. Terms and Conditions:

- a. The City reserves the right to accept or to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the process, and to accept or reject any item or combination of items. Selection will be to the bank whose proposal, in the opinion of the City, is the best proposal, taking into consideration all aspects of the Bank's response.
- b. In the event the Bank to whom the service is awarded cannot fulfill the proposal, the City may give notice to such Bank of intent to award the service to the next most qualified Bank or to call for new proposals.

- c. Exhibit A - Proposal Form 3 indicates the actual number of transactions during the last fiscal year (July 2014 – June 2015). The City in no way represents or warrants these to be future minimum or maximum volumes.
- d. The Bank shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bank to examine this document shall in no way relieve any bank of obligations with respect to this proposal.
- e. Services may be terminated by the City or by the Bank by giving written notice to the other party no later than ninety (90) days before the proposed termination date. This provision may be exercised only after the service has been in effect for three (3) calendar months.
- f. Failure to comply with any of the terms and conditions of this RFP will be cause for termination of the service by the City with less than ninety (90) days notice.
- g. These specifications constitute the complete set of specification requirements. The standard forms are to be completed, signed, sealed in an envelope, and mailed or delivered to the Director of Finance's office on or before the specified time and date of the opening of proposals. In addition, this information shall be submitted using the City's electronic solicitation service located at www.brentwood-tn.org/bids. Timely delivery is solely and strictly the responsibility of the bank. The City will in no way be responsible for delays caused by the United States Post Office, other delivery services or delays caused by any other occurrence. Offers by telephone or facsimile will not be accepted. Under no circumstances will a proposal delivered after the time specified be considered. Such proposals will be returned to the Bank unopened.
- h. The Bank will not be allowed to withdraw or modify its proposal after the opening time and date.
- i. The City reserves the right to reject the proposal of any Bank who has previously failed in the proper maintenance of an award or to deliver on time services of a similar nature or who is not in a position to perform properly under this award.
- j. The City reserves the right to inspect all facilities of Banks in order to make a determination as to their capabilities.
- k. Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bank will in no way be a cause for relief from responsibility.

- l. No Bank may make any assignment of the resulting service between the parties without prior written authorization by the City.
- m. Changes to the RFP may be made by, and at the sole discretion of, the City. Said amendments will be e-mailed to the Banks who have submitted a Letter of Intent to propose on the RFP.
- n. Each Bank submitting a proposal assures the City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that the Bank does not, on the grounds of race, color, national origins, religion, sex, age, handicap, or marital status, discriminate in any form or manner against its employees. The Bank understands and agrees that this service is conditioned upon the veracity of this Statement of Assurance.
- o. The Bank must have access to the Fed Wire system.
- q. The Bank must be insured by the Federal Deposit Insurance Corporation (FDIC).
- r. Each Bank is required to satisfy the collateral requirement by being a member of the State of Tennessee Collateral Pool Program.

II. **Scope of Banking Services**

A. **General**

The banking services detailed in this section will be performed for three (3) years unless terminated earlier as provided herein. It is the intent of the City that a single Bank provides all banking services specified in this proposal. At the end of the three-year period, the City reserves the right to renew the contract for two (2) additional terms of one (1) year each. The decision to renew the contract will be at the sole discretion of the City.

B. **Accounts Included**

The City's operating accounts are included in this RFP. The City reserves the right to open additional accounts in the future as needed. Such new accounts shall be provided with the same conditions as apply to existing accounts at the time.

C. **Account Structure**

The City desires to maximize its cash availability through the use of two disbursement accounts (Accounts Payable and Payroll). On an operational basis, all disbursements will flow through these accounts, except those funds that, by ordinance or resolution, are required to be paid from a separate account.

Following is a breakdown of anticipated disbursement accounts and an explanation of their use:

1. Accounts Payable Account

This account will be used solely to process disbursements for accounts payable. There will be deposits into this account to cover checks issued. Currently, checks are prepared on the 1st, 10th, and 20th of each month. All checks are computer generated and must bear the facsimile or actual signatures of any two (2) of four (4) authorized individuals. Approximately four hundred and ninety (490) checks are written monthly on this account. This account must have the check fraud prevention process mentioned previously.

2. Payroll Account

This account will be used solely to process payroll disbursements to employees, taxing authorities, insurance companies, and other appropriate organizations. There will be deposits into this account to cover direct deposit transactions. All City employees are paid by direct deposit (ACH processing) every two weeks. An ACH file is created by the City and transmitted to the bank every other Tuesday (Wednesday if the preceding Monday was a City recognized holiday) with processing of deposits to employee personal accounts to take place no later than one day after submission. Approximately seven-hundred (700) direct deposit transactions are processed monthly on this account. Deposits to cover the transactions are made the same day.

Including the two accounts above, the accounts listed on the next page are currently used by the City in conducting business: however, this account structure could change over the course of the award period depending upon changes in the business environment and requirements of the City. Any new accounts added will be handled in the same manner, terms and conditions of similar operating accounts existing at the time of the award.

Account Name	12- Month Collected Average Balance (7/14-6/15)	Balance 6/30/15
General Fund Operating Account	28,767,207	30,209,141
Water & Sewer Operating Account	24,071,147	25,468,886
Capital Projects Operating Account	11,252,679	14,645,395
Debt Service	4,211,362	3,621,272
Equipment Replacement Fund	2,875,146	2,559,717
2012 Water & Sewer Bond	4,304,260	2,342,241
Public Works Project Fee	1,582,113	2,152,186
Health Insurance	1,953,473	2,080,014
Municipal Center Operating Account	2,076,644	1,943,516
Emergency Communications	1,888,075	1,935,040
Adequate School Facilities	1,360,339	1,675,854
Facilities Maintenance	1,527,717	1,393,730
2009 Bond Issue GO	897,405	898,610
Employee Benefits	936,954	880,641
State Street Aid	691,585	792,394
Fuel Fund	320,391	431,488
Federal Forfeited Property Fund	372,953	380,050
Payroll Account	93,761	177,732
Parks Trust	101,440	122,593
Accounts Payable	615,707	94,109
Concert Series	91,073	83,767
Drug Fund	56,313	66,945
Historic Sites Donations	49,813	53,165
Health Insurance Reimbursement	46,413	51,882
Public Safety Employee Trust	42,426	44,294
Public Library Gifts/Donations	25,523	31,710
Police Department	14,814	17,511
DTZ - Library	9,925	15,451
DTZ - Municipal Center	9,036	14,407
DTZ - Service Center	2,828	5,668
Special Operation	521	530
Employee Assistance	99	99
Court Online Payments	18,000	9
Online Credit Card Payment	2,903	1

D. Availability of Funds

Deposits will be made generally once a day during banking hours to a designated cashier or location mutually agreed upon by the City and the Bank for any cash deposit. The City would like to utilize remote deposit capture for daily deposit of checks.

The Bank agrees to credit the City's accounts for selected items according to the following schedule:

1. Items on the depository - wire transfers, ACH deposits - SAME DAY
2. Items of local institutions deposited prior to bank afternoon cutoff - SAME DAY
3. Items of local institutions deposited after the bank afternoon cutoff – NEXT DAY

All other items will be based on the Bank's availability schedule. The Bank is required to attach a copy of its availability schedule, including cutoff times for deposits, wire transfers and ACH transactions, to the proposal. The Bank agrees to notify the City in writing of any changes to the schedule. The City reserves the right to periodically audit the Bank's compliance with the existing availability schedule. The monthly cut-off schedule shall be the last day of the month for all accounts.

E. Interest-Bearing Accounts

All City accounts shall be interest bearing.

The Bank agrees to accrue the interest earned and credit the respective accounts at the end of the month, unless the Bank provides investment accounts that accrue interest on a daily basis, which would be credited to the respective account daily.

F. Investments

The City will, in general, follow the practice of separately bidding investments for idle funds. These investments have historically been in the form of Certificates of Deposit; however, the Bank may be requested to provide investment information and assistance in the management of the City's investment portfolio as permitted by Federal and State laws and regulations. The bank will be required to certify they have read, understand, and agree to comply with the City's Investment Policy (Exhibit C).

G. Wire Transfers Incoming

All wire transfers received by the banks cutoff time will be considered as "available for investment." Should an expected wire transfer not be received by the Bank by the cutoff time, the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made by the Bank for any lost interest or charges. The City intends to monitor the time of receipt for all wire transfers. Continued delay in the receipt of wire transfers may constitute sufficient cause for termination of the banking service.

H. Lockbox Services

The City is currently using a lockbox box service for the collection and processing of utility payments. The payments are deposited on the date of receipt and granted same day ledger credit. In addition, an electronic file is produced that is used to automatically post the payments to our accounting system. The City downloads the posting file from the banks lockbox web portal.

I. Electronic Receivables

Currently, the City downloads an Electronic Receivables file that contains online bill pay transactions. The funds are deposited electronically from an online bill pay aggregator (MasterCard RPPS) and the online bill payment details needed for posting are provided in the Electronic Receivables file.

Banks submitting proposals are required to offer lockbox services that minimally meet these requirements. Examples of Utility Bills are provided (Exhibit D).

J. Monthly Service Charge Calculations

The Bank will prepare, on a monthly basis, a billing for services rendered by account. Total service charges will be calculated based on the actual number of transactions for the month multiplied by the fixed charge per item.

For all agreements it is the intention of the City that all per item charges remain fixed over the life of the agreement.

However, the City recognizes that an adjustment to a per item charge may be necessary based on price changes by the Federal Reserve System. Adjustments in per item charges will only be allowed after complying with the following conditions:

1. The per item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules, on or after the effective date of the adjustment,
2. Changes in the Federal Reserve Fee Schedule must be final and not proposed, and
3. The Bank will provide the City a copy of the Federal Reserve System's notification supporting the adjustment, with the "Monthly Service Charge Report".

K. Miscellaneous Important Items

1. Collateral requirements will be directed under State of Tennessee laws. Banks are required to satisfy the collateral requirement by being a member of the State of Tennessee Bank Collateral Pool.
2. All returned items due to insufficient funds will be automatically redeposited a second time. If the item is returned a second time, the Bank will notify the Finance Department electronically and provide access to the check image.
3. The Bank will provide traveler's checks and cashier's checks for use on City business for City employees at no additional cost to the City. Upon the City's request, the Bank will provide some form of checking account for employees for direct deposit of payroll checks at no charge.
4. The City wishes to utilize online banking for account inquiry, account transfers, stop payments, and other online services mentioned previously. The bank is requested to provide a detailed description of the bank's online services and all of its capabilities, as well as issues related to security for Internet banking transactions.
5. The institution will provide digitized storage **or online banking access** to paid checks instead of returning hard copies and will provide information related to the ability of handling account reconciliation for large accounts via electronic methods (ex: downloads of cleared check transactions during the month that may be uploaded into the City's accounting software).
6. The City will provide all current expense account (accounts payable and payroll) checks.
7. The Bank will provide all deposit slip books and endorsement stamps as needed by the City at no charge.
8. The Bank will provide the City with a minimum 10" x 10" safe deposit box at no charge.
9. The City is presently utilizing the direct deposit of payroll checks and bank drafts for utility bills through ACH processing. The Bank should provide a description of its ACH processing and encryption services. (Attach information to the end of proposal).
10. The City intends for disbursements to be controlled with positive pay in order to control fraud. The Bank should provide details on its positive pay feature.
11. Banks submitting proposals are requested to list any other financial services that would be proposed for the City at no additional cost. In addition, the City should

be provided with a detailed description of other banking services that may be beneficial to the City but are not included within the base proposal.

III. Standard Proposal Forms:

A. Explanation of Proposal Form

Use of the Proposal Response Forms (Exhibits A and B) or a copy thereof is required by all Banks. No proposal will be considered without completion of these forms. If the Bank is unable to meet or exceed the requirements as specified, then those items should be listed on Exhibit B as deviations.

The City reserves the right to eliminate any individual service contained in the proposal if the service proposed can be performed in an alternative manner.

B. Completion of Proposal Response Forms

Each Bank should review the Proposal Response Forms in Exhibits A and B. If an interest only proposal is submitted, all response forms are required to be completed, with Response Form 3 filled in with zeros and clearly marked “No Monthly Banking Charges.” In addition, any deviations to the requirements in the RFP may be listed on Exhibit B. Additional pages may be used for responses, if needed.

IV. Summary

The Bank shall complete the “Proposal for Banking Services” form and attach the requested forms, reports and exhibits and return to the City per Section I.B.

Letter of Intent – Must be received by 5:00 p.m. August 24, 2015 via regular mail, hand delivery, fax (615-370-4767) or e-mail (bankbids@brentwood-tn.org)

(Bank Letterhead)

Mr. Carson Swinford
City of Brentwood
PO Box 788
Brentwood, TN 37024-0788

Dear Carson,

It is the intent of this Bank to deliver a proposal for banking services to the City of Brentwood on or before September 2, 2015 at 10:00 a.m. to be publicly opened at that time.

Sincerely,

(Bank Officer)

**PROPOSAL FOR BANKING SERVICES
CITY OF BRENTWOOD, TENNESSEE**

PROPOSAL SUBMITTED BY:

Bank:	
Address:	

Proposal Submitted:	Please check below
Interest Only	
Traditional Method (cost/earnings)	

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

1)	Exhibit A: Proposal Response Forms (3)
2)	Exhibit B: Deviations to the Requirements in the RFP (Must be submitted with proposal. Additional pages may be used if necessary. If no exceptions, please state so on form.)
3)	Bank's Availability Schedule
4)	Bank's financial statements for the previous two years
5)	Most recent rating from a National Credit Rating Agency (Moody's, Standard and Poors or Fitch) and CAEL rating.
6)	Bank's local contact name, e-mail address, mailing address, and phone number
7)	List of bank holidays
8)	Hours of Operation
9)	Cut-off times for Deposits, ACH and Wire Transfers
10)	List of references of other municipal government customers and clients currently using the services outlined in the RFP

We have read the RFP and fully understand its intent and agree to fully comply with all specifications, except as noted on Exhibit B of this proposal. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements within. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery.

Signature	
Typed Name	
Title	
Date	

Exhibit A

Response Form 1

Interest Earnings

All accounts shall be interest bearing and it shall be assumed that all accounts will earn interest at the same rate. The City's preference is to have interest earnings quoted in terms of Federal Funds or some other nationally recognized benchmarking index plus or minus xx basis points. Floors or caps may be proposed.

Please indicate the average rate that would have been paid on these accounts for the month of July 2015 and indicate the basis on which interest will be paid for the duration of the contract.

Average Interest Rate for July 2015	<u>%</u>
Basis of determining rate	

Exhibit A

Response Form 2

Minimum Services Required

The financial institution must substantially provide each of these services. Please indicate either yes or no for each of the following.

	MINIMUM SERVICES REQUIRED	Yes or No		Notes
1	Regular Account Maintenance			
2	Account Reconciliation (e.g., Positive Pay)			
3	ACH Debits for Collections (e.g., utility bills)			
4	ACH Credits to Employees			
5	ACH Credits to Vendors			
6	Online Outgoing Wire Transfers			
7	Incoming Wires			
8	Online Stop Payments			
9	Electronic/Digitized Storage of Paid Checks or access to online banking			
10	Cash Processing and Remote Data Capture			
11	Online Internal Funds Transfers			
12	Courier Services			
13	Same Month Posting of Interest Earnings			
14	Online Balance and Transaction Reporting/Exports Including Wire Transfers and Internal Transfers			
15	Monthly Bank Statements (online preferred)			
16	Monthly Analysis Statements (online preferred)			
17	Lockbox Service			
18	Offer Banking Services to Employees w/ Direct Deposit at No Charge			
19	Member of State Collateral Pool			
20	Free Safe Deposit Box			
21	Provide deposit slips and Endorsement Stamps			

	MINIMUM SERVICES REQUIRED	Yes or No		Notes
22	Night Deposit			
23	Fraud Protection			

Other Items (Please describe and attach separate sheet if needed):

Exhibit A
Proposal Form 3
City of Brentwood Banking RFP
Bank Service Fees

ACCOUNT NAME	TOTAL ANNUAL VOLUME	AVERAGE MONTHLY VOLUME	PER UNIT COST (if applicable)	ESTIMATED MONTHLY COST
ACH Services				
ACH Maintenance	24	2		
ACH Batches Processed	305	25		
ACH Debit Originated	39,823	3,319		
ACH Credits Originated	9,527	794		
ACH Returns	69	6		
ACH File Transmission	6	1		
ACH Notifications of Change	27	2		
ACH Block/Filter Maintenance	72	6		
ACH Filter per Instruction	174	15		
ACH Filter per Exception	6	1		
EDI Detail Report	12	1		
EDI Detail Transmission	24	2		
ACH Services Total	50,069	4,172		0
Cash Services				
Cash Deposited per \$1,000	218	18		
Cash Services Total	218	18		0
Depository Services				
Account Maintenance	385	32		
ACH Debits Received	1,858	155		
ACH Credits Received	1,500	125		
Checks Paid	5,840	487		
Deposits Posted	1,234	103		
check Deposited - OnUs	2,882	240		
Checks Deposited - Other	46,260	3,855		
Return Deposited Items	4	0		
Stop Payments	28	2		
Multi Signature Verification	14	1		
Multi Signature Items Paid	5,338	445		
Depository Services Total	65,343	5,445		0
Disbursement Services				
Positive Pay Maintenance Fee	60	5		
Positivte Pay Exception Items	1	0		
Positive Pay Items Paid	5,339	445		
Disbursement Services Total	5,400	450		0

Exhibit A
Proposal Form 3
City of Brentwood Banking RFP
Bank Service Fees

ACCOUNT NAME	TOTAL ANNUAL VOLUME	AVERAGE MONTHLY VOLUME	PER UNIT COST (if applicable)	ESTIMATED MONTHLY COST
Lockbox Services				
Lockbox Maintenance	12	1		
Lockbox Items Deposited	33,740	2,812		
Lockbox Deposits Posted	250	21		
Lockbox Reject Items	913	76		
Lockbox Web Access Maintenance	12	1		
Lockbox Web Image Item	72,255	6,021		
LBX Retail Data Entry per Field	934	78		
Electronic Receivables Maint	12	1		
Electronic Receivables per Item	42,944	3,579		
Lockbox Services Total	151,072	12,589		0
Online Banking Services				
Online Banking per Account	444	37		
Online Banking Services Total	444	37		0
Wire Services				
Wire Transfer Maintenance	12	1		
Domestic Wire Incoming	24	2		
Domestic Wire Outgoing-Online	166	14		
Wire Services Total	202	17		0

Estimated Monthly Banking Charges

\$ -

Exhibit B

**PROPOSAL FOR BANKING SERVICES
CITY OF BRENTWOOD, TENNESSEE**

DEVIATIONS TO THE REQUIREMENTS IN THE RFP

The items below constitute deviations or exceptions to the requirements listed in the RFP for Banking Services:

<u>PAGE</u>	<u>PARAGRAPH OR ITEM NUMBER</u>	<u>DEVIATION</u>	<u>DESCRIPTION OF REASON</u>

Signature	
Typed Name	
Title	
Date	

**CITY OF BRENTWOOD, TENNESSEE
INVESTMENT POLICY**

1. SCOPE

This policy applies to the investment of all funds of the City of Brentwood, Tennessee. Investments of employees' post benefit retirement funds are covered by a separate policy. Except for special funds that are otherwise specifically provided for, the City of Brentwood will consolidate the balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation of capital in the overall portfolio in accordance with generally accepted accounting principles.

2. POLICY

It is the policy of the City of Brentwood to invest idle public funds in a manner that is in compliance with Tennessee law and meets the daily cash flow demands of the City with the primary objectives, in priority order, being: a) Safety of Principal b) Liquidity and c) Yield.

A) Safety of Principal

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate the following risks:

1. Credit Risk

The City will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by:

- Limiting the portfolio to the types of investments pursuant to TCA 6-56-106 (refer to Section 5).
- Pre-qualifying the financial institutions with which the City will do business in accordance with Section 4.
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

2. Interest Rate Risk

The City will minimize interest rate risk, which is the risk that the market value of investments in the portfolio will fall due to changes in market interest rates, by:

- Structuring the portfolio to meet the cash requirements of ongoing operations, thereby mitigating the need to liquidate investments at a loss prior to maturity;
- Investing operating funds primarily in shorter-term investments, money market mutual funds, CDs or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

3. Concentration Risk

The City will minimize Concentration of Credit Risk, which is the risk of loss due to having a significant portion of resources invested in a single issuer, by diversifying the investment portfolio as described in Section 8. Diversification so that the impact of potential losses from any one type of security or issuer will be minimized. Investments issued or explicitly guaranteed by the U.S. government or Tennessee Bank Collateral Pool, Tennessee Local Government Investment Pool (LGIP) and any other external investment pools authorized by that are authorized by the State are excluded from this requirement.

**CITY OF BRENTWOOD, TENNESSEE
INVESTMENT POLICY**

4. Custodial Credit Risk

The City will minimize Custodial Credit Risk for deposits, which is the risk that in the event of the failure of a depository financial institution the deposits or collateralized investments that are in the possession of an outside party would not be able to be recovered, as addressed in Section 6, Collateralization.

The City will minimize Custodial Credit Risk for investments, which is the risk that in the event of the failure of the counterparty to a transaction the value or collateralized investments that are in the possession of an outside party would not be able to be recovered, as addressed in Section 9, Safekeeping and Custody.

B) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C) Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

3. STANDARDS OF CARE**A) Prudence**

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

B) Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Each employee involved in the investment process shall disclose any material interests in financial institutions held by the employee or an immediate family member of the employee. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

C) Delegation of Authority

Authority to manage the investment program is granted to the City Treasurer, hereinafter referred to as the Investment Officer, who shall refrain from personal business activity that could impair his/her ability to

**CITY OF BRENTWOOD, TENNESSEE
INVESTMENT POLICY**

make impartial decisions. Investments with a maturity date exceeding six months or in an amount exceeding \$1,000,000 shall also be approved by the Finance Director. Investments with a maturity date exceeding one year or in an amount exceeding \$5,000,000 shall also be approved by the City Manager. The Investment Officer, Finance Director and City Manager, acting in accordance with this investment policy and exercising due diligence, shall be relieved of personal responsibility for the failure of any investment to perform according to expectations, provided that the Investment Officer shall report any deviations from expectations in a timely fashion.

4. AUTHORIZED FINANCIAL INSTITUTIONS

A list will be maintained of financial institutions and depositories authorized to provide investment services. All financial institutions who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of membership in the Tennessee Bank Collateral Pool
- Certification of having read and understood and agreeing to comply with the City's investment policy.

5. AUTHORIZED AND SUITABLE INVESTMENTS

The City of Brentwood's investment officer, in order to provide a safe temporary medium for investment of idle funds, shall have the authority to purchase and invest prudently as authorized by TCA 6-56-106 or as it may be amended. (Appendix A)

6. COLLATERALIZATION

In accordance with State law TCA 9-4-105 and the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit, except when the institution issuing the certificate of deposit belongs to the Tennessee Bank Collateral Pool.

7. REPORTING

The Investment Officer shall prepare an investment report not less than quarterly of the status of the current investments. The report will include the following:

- Percent invested in each security type (CD, US Treasury, money market funds, etc).
- Listing of investments by maturity date.

8. DIVERSIFICATION

It is the policy of the City of Brentwood to reduce overall risks while attaining average market rates of return by diversifying its investments.

The investments shall be diversified by:

- limiting investments to avoid over concentration in eligible securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- avoiding investment in ineligible securities that have higher credit risks,

**CITY OF BRENTWOOD, TENNESSEE
INVESTMENT POLICY**

- investing in securities with variable maturities, and
- investing a portion of the portfolio in readily available funds such as the Tennessee Local Government Investment Pool (LGIP) or collateralized money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

Portfolio maturities shall be staggered to avoid undue concentration of assets with similar maturity dates. Maturities selected shall provide for stability of income and reasonable liquidity.

For cash management funds, liquidity shall be assured through practices ensuring that the next disbursement date and payroll date are covered through maturing investments or marketable U.S. Treasury bills.

9. CUSTODY

The City Manager shall approve a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the entity. Eligible securities will be held by the City in a secure location.

10. AMENDMENTS

This investment policy shall be reviewed at least every three years.



CITY OF BRENTWOOD
 WATER SERVICES
 PO BOX 875
 BRENTWOOD, TN 37024-0875
www.BRENTWOOD-TN.org

PHONE: 615-661-7061
 FAX: 615-507-2734

EXHIBIT D
 OFFICE HOURS:
 7:30 AM - 5:00 PM
 MONDAY - FRIDAY
 CLOSED
 SATURDAY - SUNDAY - HOLIDAYS

DATE	ACCOUNT ID	YOUR ACCOUNT IS NOW PAST DUE. PAYMENT IS DUE UPON RECEIPT OF THIS NOTIFICATION
07/15/15	233	
[REDACTED]		
BRENTWOOD TN 37027-5244		
Service Address: [REDACTED]		
DISCONNECT DATE	AMOUNT DUE NOW	
08/17/15	\$85.43	
DELINQUENT NOTICE		

Dear Customer:

Our Records indicate that your account is past due in the amount of \$85.43. If payment has been made prior to receiving this notice, please accept our thanks, and disregard this notice.

However, if payment has not been made, please do so immediately to avoid the inconvenience and expense of restoring disconnected service.

This will be the only DELINQUENT NOTICE you will receive. Failure to pay your account in full by 8:00 AM on the designated date will result in disconnection of your service. Service will not be restored until the past due balance has been paid in full. The service call charge during normal office hours is \$50.00, after hours is \$100.00. The applicable fee will be added to the next bill.

Please contact the office between 7:30am and 5:00pm, Monday thru Friday, at (615) 661-7061. After hours emergencies, call (615) 371-0160.

Reminder: We accept electronic payment via the internet at www.Brentwood-TN.org or by phone at (615) 507-2766. A convenience fee of \$3.95 will be assessed for each transaction. The City of Brentwood does not receive any portion of this fee.

PLEASE RETURN BOTTOM PORTION WITH PAYMENT OR BRING ENTIRE NOTICE WHEN PAYING IN PERSON.

TN23361R



CITY OF BRENTWOOD
 WATER SERVICES
 PO BOX 875
 BRENTWOOD, TN 37024-0875
 Temp-Return Service Requested



ACCOUNT ID	233
AMOUNT DUE NOW	\$85.43
DISCONNECT DATE	08/17/15

SNGLP



[REDACTED]
 BRENTWOOD TN 37027-5244

147 1

CITY OF BRENTWOOD
 WATER SERVICES
 PO BOX 306045
 NASHVILLE TN 37230-6045



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CITY OF BRENTWOOD
 WATER SERVICES
 PO BOX 875
 BRENTWOOD, TN 37024-0875
 www.Brentwood-TN.org

PHONE: 615-661-7061
 FAX: 615-507-2734

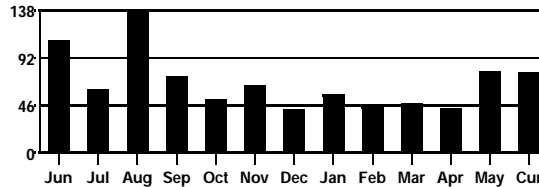
OFFICE HOURS:
 7:30 AM - 5:00 PM
 MONDAY - FRIDAY
 CLOSED
 SATURDAY - SUNDAY - HOLIDAYS

0010020005

EXHIBIT D


SERVICE PERIOD	ACCOUNT ID	CUSTOMER NAME	SERVICE ADDRESS		
04/29/2015 - 05/28/2015	233				
SERVICE	PREVIOUS READING	PRESENT READING	CONSUMPTION X 100 GAL	CHARGES	
WATER	2316	2393	77	34.82	
WATER PURCHASE SURCHARGE			77	6.47	
SEWER			47	28.27	
METRO WASTEWATER SURCHARGE			47	4.28	
STATE & COUNTY SALES TAX				3.82	
TOTAL				77.66	
NIGHT DEPOSITORY BOX IS LOCATED ON THE WEST SIDE OF THE BUILDING AT 5211 MARYLAND WAY				TOTAL DUE NOW	77.66
				DUE DATE	07/07/2015
				AFTER DUE DATE PAY	85.43

BRENTWOOD WATER CUSTOMERS		
PERIOD	DAYS	GAL X 100 USED
CURRENT	29	77
LAST MONTH	30	78
YEAR AGO	30	108



**TO REPORT WATER OUTAGES
 OR EMERGENCIES
 AFTER HOURS
 615-371-0160**

COMMENTS:
 ANNUAL WATER QUALITY REPORT:
 THE BRENTWOOD WATER SERVICES' ANNUAL WATER QUALITY REPORT IS AVAILABLE ON-LINE AT WWW.BRENTWOOD-TN.ORG/CCR OR BY SCANNING THE CODE IN THIS BOX WITH A SMARTPHONE. IF YOU WOULD PREFER A PAPER COPY OF YOUR ANNUAL WATER QUALITY REPORT, PLEASE CALL BRENTWOOD WATER SERVICES AT 615-371-0080.



BRENTWOOD VISITANDO LA PAGINA DE INTERNET WWW.BRENTWOOD-TN.ORG/CCR

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN TOP COPY FOR YOUR RECORDS.

www.Brentwood-TN.org

CITY OF BRENTWOOD
 WATER SERVICES
 PO BOX 875
 BRENTWOOD, TN 37024-0875
 Temp-Return Service Requested



BRENTWOOD TN 37027-5244

ACCOUNT ID	PREVIOUS BALANCE	0.00
233	DUE DATE	07/07/2015
BILL DATE	TOTAL AMOUNT DUE	77.66
06/21/2015	AFTER DUE DATE PAY	85.43
PLEASE ENTER AMOUNT PAID		

CITY OF BRENTWOOD
 WATER SERVICES
 PO BOX 306045
 NASHVILLE TN 37230-6045



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