

**REQUEST FOR PROPOSALS  
FOR BANKING SERVICES**



**PARK DISTRICT  
of OAK PARK**

**Park District of Oak Park  
218 Madison Street  
Oak Park, Illinois 60302**

**Issue Date:  
December 15, 2021**

**Due Date:  
January 19, 2022 by 2:00 p.m.**

Note: Questions pertaining to the RFP are due January 5, 2022 by 2:00 p.m. CDT

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**PARK DISTRICT OF OAK PARK  
REQUEST FOR PROPOSALS  
BANKING SERVICES**

**INTRODUCTORY SECTION**

**General Information**

The Park District of Oak Park (the “District”) invites qualified banking institutions (“the Bank” or “the Proposer”), who possess the capability and expertise to provide depository and other banking services for the District, to submit proposals for the provision of those services according to the requirements set forth in this document. The District reevaluates its banking services periodically. The purpose of this Request for Proposals (“RFP”) is for the District to reevaluate banking services and costs and to identify the banking institution that can offer the most appropriate and highest quality service at the lowest cost to the District.

The RFP seeks quotes and information on checking account services, ACH/wire transfers, direct deposit payroll program, positive pay, automated account reconciliations and any related fees.

The District, established in 1912, is located eight miles west of downtown Chicago, in Cook County, Illinois. The District is coterminous with the Village of Oak Park. The District encompasses approximately 4.5 square miles and services a population of approximately 52,265 residents. The District operates under a Board-Executive Director form of government. The Board consists of five Commissioners who are elected from the District at-large to serve four-year staggered terms.

**Bank Qualification Requirements**

In order for a response to be considered and evaluated by the District, the Proposer must meet the following requirements:

- Be insured by the Federal Deposit Insurance Corporation (FDIC).
- Provide collateralization of District deposits in compliance with the District’s Investment Policy (please see policy attached).
- Be located or have at least one location with full banking service capabilities within the boundaries of the Park District of Oak Park.
- Provide the following information:
  - Copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency.
  - The most recent investment rating report from a nationally recognized rating agency.
  - Community Reinvestment Act rating.
  - FDIC call reports.
  - Audited financial statements for the last two years.
- Submit a proposal according to the requirements, terms and conditions set forth in this RFP.

**Indemnification**

The bank shall indemnify, defend and save harmless the Park District of Oak Park, its officers, agents, employees, representatives and assigns, from any and all lawsuits, actions, costs (including attorney's fees), claims or liabilities of any character brought because of any injuries, or damages received or sustained by any person, persons, or property on account of any act or omission, of said bank, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions, or liabilities, the Park District of Oak Park, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The bank shall be solely liable for all costs of such defense and for all expenses, fees, judgements, settlements and all other costs arising out of such claims, lawsuits, actions, or liabilities.

**Venue**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**Term of Contract**

Proposals for depository services for a three-year agreement are being sought, with an option for three additional years, at the Park District's discretion. Upon selection of the vendor, the Park District and the vendor will enter into a contract for a period of three years, with an option for an additional three years.

The Park District prefers all costs to be fixed for the first three years of the contract. Price adjustments may be made for the fourth through sixth years of the contract but should not exceed the lesser of 5% or the rate of inflation for the Chicago metropolitan region to be determined using the Consumer Price Index as of December each year. If the Bank proposes to fix costs for the entire six-year period or a different method, this should be indicated on the Cost Proposal Forms, Exhibit A.

**Evaluation of Proposals and Award of Contract**

It is expected that a recommendation from the Park District's Executive Director and Finance Manager will be presented to the Board of Commissioners at the February 3, 2022 board meeting.

**Award of Contract**

The District will award the services in the manner which will obtain the highest quality services at the most competitive price. One vendor may be awarded all services. The District, however, reserves the right to award individual services to separate vendors. The Park District of Oak Park reserves the right to reject any and all proposals and to negotiate a proposal at all times. Proposals will be evaluated using the following criteria: 1) cost of services, 2) interest rates/earnings credit offered and benchmarks used on the accounts, 3) financial services provided to similar accounts, 4) completeness of the proposals with respect to the submission of requested

information and documentation. The District reserves the right to request additional technical and pricing information during the evaluation period.

### **Termination of Contract**

Either party may terminate the agreement by giving the other party no less than three months written notice. If the Bank terminates the contract prior to the expiration of the term, the cost of any check stock on hand shall be reimbursed to the District by the Bank, along with any other out of pocket costs that the District incurred to transition to another banking institution.

### **Scope of Services**

Required services include checking, online account access, electronic debit (ACH), wire transfer, collateralization of deposits in excess of the Federally insured amount (see the District's Investment Policy, attached), and fraud prevention. Optional services to be provided by the Bank, if elected by the District, shall include automated account reconciliation and a purchasing card program. The District may elect to award all services to a single provider or may award purchasing card program services separately. The District does not currently use automated account reconciliation services, but may consider future implementation.

The District currently has a banking relationship with Byline Bank. At the present time, the District has five (5) accounts: a general checking account; a zero balance payroll account; a zero balance credit card account; a zero balance account for the District's Flexible Spending Account (FSA) activity; and a Sweep Account. At times, the District may hold additional separate interest-bearing account(s) for proceeds of certain capital grants. Total average balances among the five accounts are approximately \$1,000,000 throughout the year. Payroll is bi-weekly and averaged \$189,560 over the past year, 2021. ACH payments are made biweekly to the District's payroll software system provider (Paycom) and recreation software provider (Amilia) in a lump sum for direct deposits, and monthly to its pension provider (IMRF). Approximately 95% of the District's employees receive direct deposits. Daily ACH deposits (ACH withdrawals for net returns) occur in the Credit Card account and fee withdrawals occur around five times per month.

Optional: The District currently holds a purchasing card program with Huntington Bank. The District would like to explore purchase card services, which will maximize savings and provide efficiencies within the Accounts Payable software function, preferably via electronic file upload. The District will not pay an annual fee or other fee for these credit cards and prefers banks that offer a rebate on purchased amounts beginning with the first dollar spent. Proposers are encouraged to provide details describing how their program can achieve these results. Data estimates related to accounts payable for purchasing card program responses are as follows.

Approximate number of vendors: 200

Total amount paid in 2019: \$1,213,000

## INSTRUCTIONS SECTION

### Sealed Proposals

Responses to the Request for Proposals (RFP) must be submitted as provided below, in a sealed envelope, clearly identified as “Proposal for Banking Services” and mailed or hand delivered to:

Business Operations  
Park District of Oak Park  
218 Madison Street  
Oak Park, IL 60302

### Responses

Proposals are due by 2 p.m. Wednesday, January 19, 2022 and may be mailed or hand-delivered to the above address. The District will not be responsible for the late delivery of any Proposal and has the right (but not the obligation) to reject any proposal received by the District after 2 p.m., January 19, 2022.

Three (3) copies of a Bank’s Proposal must be submitted in a sealed envelope. However, only one (1) set of the requested financial information needs to be included. Each Proposal must be on the standard form(s) provided in the attached exhibits. Supporting materials may be attached; however, the decision of the District in selecting the most responsive Proposer will be based on the standard proposal forms provided in the attached exhibits. The decision of the District in its selection of a Bank shall be final and non-appealable.

### Pre-proposal Questions

Any questions during the pre-proposal period will be accepted until 2 p.m. on Wednesday, January 5, 2022. Questions regarding this RFP should be submitted in writing, via e-mail prior to the stated date and time. Please direct all questions to:

Illiana De La Rosa  
Finance Manager  
Park District of Oak Park  
218 Madison Street  
Oak Park, IL 60302  
[illiana.delarosa@pdop.org](mailto:illiana.delarosa@pdop.org)

All questions received by the District until 2 p.m. on Wednesday, January 5, 2022 will be answered and sent to all prospective vendors by Monday, January 10, 2022. No late questions will be addressed.

### Schedule

It is expected that a recommendation from the Finance Manager will be presented to the District’s Park Board on Thursday, February 3, 2022, with the final award anticipated to be made at the Thursday, February 17, 2022 Park Board meeting.

**Anticipated Timeline:**

<u>Target Date</u>	<u>Event</u>
December 15, 2021	Request for Proposal mailed to banking institutions.
January 5, 2022	Pre-proposal period for questions due at Park District at 2:00 p.m.
January 10, 2022	After the pre-proposal period, all questions and answers to each question will be sent to all prospective vendors.
January 19, 2022	Proposals due by 2:00 p.m. in the office of Business Operations.
February 3, 2022	Presentation of Recommendation from the District’s Finance Manager to the Board of Commissioners.
February 17, 2022	Recommendation voted on by Board of Commissioners.
April 1, 2022	Expected commencement date for Banking Services Contract.

The Park District of Oak Park intends to adhere to the proposed schedule above; however, the District requires that each Proposal will be valid for a period of one hundred and twenty (120) days after January 19, 2022 or until a Proposal is selected by the Park Board, whichever first occurs.

**Selection Criteria**

The District will award the contract in the manner which will, in the sole and absolute discretion of the Park Board, provide the District with the highest quality services at the most competitive price. Proposals will be evaluated using the following criteria:

1. Complete response to all required response items on the standard forms provided;
2. Aggregate banking services cost, per identified activity and corresponding compensating balances;
3. Ability to meet current and projected service requirements over the term, including any proposed renewal term, of this contract (any past experiences with the bank will be taken into consideration);
4. Best rate of interest paid on accounts;
5. Best availability schedule for deposit items;
6. Best earnings credit rate (ECR) on required compensating balance;
7. Capacity to provide numerous electronic banking services; and
8. Compliance with the requirements of the RFP.

The District expressly reserves the right to request a pre-award conference(s) with any Proposer(s) to clarify any unclear items prior to the formal award. At any time during any such conference(s), the District shall remain free to determine, in its sole and absolute discretion, what is in the best interest of the District, including but not limited to, the Proposer who will best fulfill the needs of the District.

## **Terms and Conditions for Making a Proposal**

### **1. Costs Incurred in Responding**

All costs, directly or indirectly related to the preparation of a proposal, including any oral presentations required to supplement and/or clarify a proposal, shall be the sole responsibility of the bank.

### **2. Proposal Acceptance Period**

It is understood that, upon submission of the proposal, the fees and interest rates proposed will be valid for a period of 120 days after the submission.

### **3. The District reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items. The award will be to the institution whose proposal complies with all the requirements set forth in this RFP, and whose proposal in the opinion of the District is the best proposal, taking into consideration all aspects of the Proposer's response, including the total net cost to the District. Exceptions to any specification must be placed on Exhibit C and in such event will be considered in the District's final analysis of the Proposal. Exception costs will be added to or subtracted from the submitted proposal to arrive at a net cost to the District. The District will not consider any exception not included by the Proposer on Exhibit C.**

### **4. Subject to 8. below, the contract between the successful Proposer and the District is expected to begin April 1, 2022 and to continue for a period of at least three years ending on March 31, 2025 ("Initial Term"), with an option for the District to renew for an additional three years ("Renewal Term") upon the same terms and conditions, provided however that such costs for the Renewal Term, if any, may not exceed the costs to the District for the Initial Term as increased by the lesser of 5% or the percentage increase in the Consumer Price Index during the 12-month calendar year preceding the current year. "Consumer Price Index" means the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor.**

### **5. In the event that the Proposer to whom the services are awarded does not execute a contract (Exhibit F) within thirty (30) calendar days after the award of the contract, the District may give notice to such Proposer of the District's intent to award the contract to the next most qualified proposer, or call for new proposals, and act accordingly. The District assumes no costs incurred by any Proposer in preparation of its Proposal.**

### **6. The standard proposal form indicates an estimate of the number of transactions for the year. This number is the District's best estimate of the average volume and the District in no way guarantees these as minimum or maximum volumes.**

7. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any Proposer to receive or examine this document shall in no way relieve any Proposer of obligations with respect to its proposal or the subsequent contract.
8. The contract may be terminated by either party, with or without cause, by giving written notice to the other party no later than one hundred twenty (120) days before the proposed termination date. This provision may be exercised only after the contract has been in effect for at least six (6) months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract. If a Bank exercises the right to terminate the contract early, it cannot bid on future proposals with the District for a period of five (5) years.
9. Qualified proposing banks must submit financial statements for the past two fiscal years. These statements must also include an auditor's unqualified opinion and appropriate notes to the financial statements.
10. All Proposals shall remain open and subject to acceptance by the District, for a period of one hundred and twenty (120) days after submittal, or until an award is made by the District, whichever first occurs.
11. Equal Employment Opportunity/Anti-sexual Harassment Policy.  
  
During the term of the contract, the Bank shall comply in all respects with the Equal Employment Opportunity Act. The Bank shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age.
12. The successful Proposer shall comply with the provisions of the Illinois Drug Free Workplace Act, the Illinois Human Rights Act and the Americans with Disabilities Act.
13. The successful Proposer shall execute and deliver, if true, accurate and correct, the certification (Exhibit D) with the response to this RFP and at the time of submittal of its Proposal and again at the time of contract execution.

## **Proposal Format – Required Sections**

### **A. Overview of Required Sections**

1. Cover Letter
2. Table of Contents
3. Principal Officers, Statement of Staff Experience, and Bank Background
4. Statement of Equal Employment Opportunity Practices
5. Scope of Required Services
6. Proposed Schedule Implementation
7. References

8. Concluding Remarks
9. Cost Proposal
10. Attachments

1. Cover Letter

The cover letter should contain the name of the proposing Bank, the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Include contact individuals' telephone numbers and mailing addresses. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

2. Table of Contents

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

3. Principal Officers, Statement of Staff Experience, and Bank Background

This section should include the full name and principal address of the financial institution. Indicate whether the institution operates independently as a bank or as a holding company affiliate. Include the state in which the Bank is incorporated to operate and the date of incorporation. Third party vendors jointly proposing with a bank must include the same information as the financial institution.

Describe the organization of the staff team which would service the contract. Provide a listing of the officers of the staff team. Include name, title, and length of service with the bank/vendor. Remaining staff should be identified by name and title; additional qualifications and experience on similar accounts may be included.

This section should include the range of corporate services performed by the offices and the Bank's background in providing these services to public entities.

The Bank shall submit a copy of its audited financial statements and FDIC Call Reports for the past two years.

Finally, the Bank's most recent Community Reinvestment Act rating and an explanation of the institution's investment in the community is required.

4. Statement of Equal Employment Opportunity Practices

5. Scope of required services

Depository Services

Clearly describe the scope of the required services to be provided as listed above in Depository Services.

## 6. Proposed Schedule of Implementation

Comment on the Bank's ability to meet the timelines indicated in the RFP and present a schedule of when information to be provided by the District should be available. Provide any recommended changes to the schedule that you think are required to enhance the timeliness and quality of the relationship.

## 7. References

Each of the following is mandatory:

1. Provide a list of client references of similar sized and/or municipal accounts which the Bank/Vendor has served over the past two years and is currently serving.
2. Provide no less than three (3) references.
3. Provide a contact person and telephone number for each customer. Include a statement of experience servicing municipal or governmental clients.

## 8. Concluding Remarks

This section shall contain any final comments or an elaboration which the proposer believes is important to gain a better understanding of the proposed services and/or proposer's capabilities.

## 9. Cost Proposal(s)

The District is asking all proposers to submit fee proposals on a price per item basis with a monthly statement.

The compensation proposal should be documented by completing Exhibit A "Cost Proposal Form for Depository Services" and submitting it to the District with the RFP. An Excel version of Exhibit A is available. It is intended that the "Cost Proposal Form for Depository Services" include all of the unit prices for services requested. All volumes indicated are samples as they are based on the Park's historical data.

In addition, the proposer should include as a part of the total price the cost of any services not itemized on the cost proposals which the Bank/Vendor feels should be included. If not included, the District assumes there is no charge. Volume discount prices may be indicated if applicable.

The Bank may pass along costs which increase due to federally mandated regulations upon submitting written notice of such an increase to the Director of Finance two months prior to such proposed increase taking effect and upon demonstration of such mandate. Item prices that could be affected by such mandates should be indicated by an “\*” on the proposal form.

i. Sample Account Analysis Statement

The Bank is required to submit a sample account analysis statement utilizing the District’s historical data provided on the Cost Proposal Form. If there are additional items for which costs will be charged, a line for each of the items must be presented on the sample statement, along with the cost proposal for each item. If the item volume is not known, the extended cost does not need to be provided. The sample statement will be utilized in comparing the various proposals, however only the cost provided on the “Cost Proposal Form for Depository Services” will be considered for purposes of the banking services contract.

ii. Earnings Allowance Calculation

The Bank is required to propose how the earnings credit rate will be calculated (e.g. 95% of the T-Bill rate) in order to determine the amount of money needed to support the services; which will be converted to a “Required Monthly Compensating Balance.”

**10. Attachments, Additional Data, and Other Information**

The Bank may include any additional information, schedules, or attachments, as it deems necessary to its Proposal. However, the decision by the District will be made based upon the standard proposal forms.

## **DEPOSITORY SERVICES**

### **General Requirements**

- A. Account Structure - The District’s general account must be established as a non-interest bearing compensating balance checking account. The payroll, credit card, and FSA accounts must be established as zero balance accounts, which sweep from the general account to cover ACH deposits/withdrawals and checks presented. The Sweep Account will be an interest bearing savings accounts.
- B. Collateralization of Account Balances – Total Bank deposits in excess of the FDIC coverage **must** be collateralized at all times. Pledged securities in the name of the Park District will be deposited at a third-party institution. Quality of investment instruments must be in compliance with the State of Illinois Public Funds Investment Act (30 ILCS 235/2). Pledged security statements will be furnished to the District on a monthly basis. Any exception to

this requirement such as a Federal Home Loan Bank Letter of Credit **must** be detailed in Exhibit C.

- C. Compensating Balances and Monthly Account Analysis – The District desires to pay for banking services it receives through a compensating balance arrangement in the general account. A non-interest bearing account entitled “General Account” shall be established for the purposes of being a general deposit and distribution account as well as to offset monthly banking services costs. Deposits held in this account shall accrue a monthly earnings credit. The Proposer must show the computation of the earnings credit on Exhibit B-2. Any exceptions to this type of account arrangement must be identified in Exhibit C.

All charges for banking services shall be reported on a monthly account analysis statement rather than being debited directly against District deposits. The monthly account analysis report shall be delivered to the District within 10 business days of the last day of each month and shall contain a detailed itemization of charges by types and volume, similar to those provided in the “Cost Proposal Form.” Total charges will then be compared to total accumulated earnings credits to determine the total net debit (due the Bank) or credit (due the District). The net debit or credit in the account will continue to accumulate in the analysis account from month to month throughout the life of the contract. The Bank and the District shall monitor this balance on a periodic basis and adjust its compensating balance up or down with the objective of arriving at a net balance due to or from the District of zero. Upon termination of this agreement, any remaining balance in the analysis account shall be paid to the Bank (if a debit balance) or to the District (if a credit balance).

- D. Online Banking Services – The District requires the successful Proposer to provide online banking services and software. A description of the Bank’s available software products and services should be included in Exhibit B-1. The software should be internet based and include what security measures are in place to ensure protection of the District’s assets. The District expects to use online banking for the following:
- Daily Balance Reporting (ledger, available and collected).
  - Detailed debit and credit postings (cleared checks, deposits, chargebacks, wire transfers in and out, interest payments, etc.) with the ability to download data into Microsoft Excel spreadsheet format.
  - Initiation of ACH debit and credit transactions. Ability to create save “instructions” for recurring ACH debit (collection) or credit (direct deposit) type transactions.
  - Placement of stop payment orders.
  - Positive Pay (Checks and ACH).
  - Access to monthly statements.
  - Ability to configure user accounts with multi-level security (such as inquiry only versus administrator access).
- E. Depository Services - The District expects access to detailed account activity including but not limited to (wire advices, check deposits, ach deposits, returned deposits, lockbox images, cleared checks, ach advices) should be available a minimum of seven (7) years.

1. Stop Payments. The District requires the ability to stop payment on checks with the ability to void them.
  2. 3rd Party Withdrawals. The District allows certain payments to be made by allowing a 3rd party (FICA, Federal & State taxes, pension payments, etc.) withdrawal of funds from the District accounts.
  3. Bank Access. The District will provide account access based on user permissions. Roles will need to be defined so that individuals only have access to the appropriate material.
  4. File Retention. Explain the policy on record retention if the relationship is discontinued.
- F. ACH – The Bank must be both a “sending” and “receiving” bank on the Automated Clearing House system to accommodate a payroll and an electronic payment collection program for fitness center membership and other recurring program fees.
- G. Availability of Funds – The District will be given credit for all deposits made on the day it is deposited. Proposer shall identify the time if the proposer has a cut-off time to realize same day credit. In addition, incoming wire transfers will be credited on the day received, regardless of the time received. **All proposing Banks are required to attach a copy of their current “availability schedule” to the Proposal.**
- H. Deposits - The District would prefer to electronically deposit checks received at the District’s Administration building. Respondent’s proposal shall explain the services available to accomplish this.
- I. Deposit Discrepancies and Returned Checks - Should any deposit discrepancy occur, the selected bank shall notify the Director of Finance or Finance Manager (or their designee) on the same day as identified, or as soon as practical. Returned checks submitted for deposit to the accounts will not be immediately returned to the depository institution. Instead, the check must be presented for payment a second time. If the check is returned a second time, the District’s account shall be debited, and the check shall be returned to the District. No fee shall be charged by the bank for automatically re-depositing.
- J. Wire Transfers – Although the District does not routinely issue wire transfers, the service should be available.
- Incoming: The District intends to consider all wire transfers received by the bank prior to the end of the business day as “available for investment” by the District, regardless of the time of actual receipt by the Bank.
  - Outgoing: The awarded Bank agrees to execute any wire transfer order within two (2) hours after notification by the Finance Department through the computer terminal, or by telephone, or by FAX, if necessary.
- K. Statement and Advice Frequency – Monthly activity statements must be provided by calendar month. An electronic copy shall be available to the District the next business day after month end. If the Proposer is unable to provide the statement in this time frame, please explain. Statements must be available in PDF form, but also available for download in a Microsoft Excel compatible format. The Bank will provide written documentation

(debit/credit advices) included with the monthly account statements for all account adjustments made during the month. The District requests return of its processed checks, whether original or scanned copies, sorted in check number order.

A monthly account analysis statement will be completed and delivered to the District within ten (10) business days after the end of the month.

- L. Designated Account Executive – The District requests that the proposing banks provide the names of a designated account executive, as well as an alternate. The designated account executive(s) **must** have independent authority to make timely decisions in the normal course of business.

Resumes must be provided for all key account executives designated to service this account.

- M. Other Banking Services and Conditions –

1. All returned checks due to insufficient funds will be automatically returned to the District. The cost, if any, for this item should be included in the Cost Proposal Form, Exhibit A.
2. All debit and credit memos required to adjust errors caused by the Bank will not be counted as chargeable items to the District. All deposit errors must be accompanied by a copy of the particular deposit slip. All Bank errors must be corrected within five (5) business days of notification by the District.
3. The Bank must have the ability to both receive and disburse cash via a cash vault. The District will often require change for its cashiers. Describe the Bank's procedures for requesting change and/or currency orders and detail any requirements for this process.
4. The District desires to use MICR encoded deposit slips with a four-digit code to identify deposits with a particular collection point. The cost, if any, for the deposit slips should be included on the Cost Proposal Form, Exhibit A.
5. Most deposits are made using disposable deposit bags. The cost, if any, for a lockable non-disposable deposit bag should be included on the Cost Proposal Form, Exhibit A.

- N. Electronic Documents – The District is interested in the receipt of scanned images of cleared checks and other bank documents in an electronic format. A brief description of the Bank's capabilities for this service should be provided in Exhibit B-1. Cost proposals for this service should be included in the Cost Proposal Form.

- O. On-Site Deposit Program – The District requires deposit of checks directly from the Park District offices. A brief description of your Bank's capabilities for this service should be provided in Exhibit B-1. An approximate cost to run this program, including equipment and set-up costs, should be provided in the Cost Proposal Form.

- P. Positive Pay Program – The District expects to utilize positive pay service. Please provide a brief description of your Bank's capabilities and services offered to this end in Exhibit B-1. Include any other fraud prevention services the Bank recommends and the associated costs.

- Q. Electronic File of Cleared Checks – The District is interested in the possible use of an electronic file to clear accounts payable and payroll checks. A brief description of the Bank’s capabilities for this service should be provided in Exhibit B-1. Although not requested in the Cost Proposal Form at this time, an approximate cost to run this program should be provided. Please provide a description of any other automated reconciliation service the Bank recommends and the associated costs.
- R. Community Reinvestment Act – It is important to the District that the awarded Bank demonstrates its commitment to provide banking services to the community and that the Bank’s rating under the Community Reinvestment Act (CRA) is a measure of this commitment.

All Proposers are required to submit their latest CRA rating as it relates to the Oak Park community with their proposals. All Proposers are required to furnish their Bank’s community involvement and investment program. The District will use this rating and any supporting documentation in the evaluation process (Exhibit D).

## PROPOSALS

- A. Explanation of Proposal Form – Use of the Proposal Form (Exhibits A, B-1, B-2, C, and D) is **required** of all Proposers. No proposal will be considered without amounts being placed on these forms. If the Bank is unable to meet or exceed the requirements specified, then the phrase “No Proposal” should be entered for that particular item.

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

- B. Completion of Proposal Form – Each Bank should review the Proposal Form and price each service specified on Exhibit A. Per item charges should be extended to the “Annual Service Charges” column. The total of this column will be entered on the line “Total Proposed Service.” If the Bank does not wish to charge for a particular item, this should be indicated by including “no charge” under the appropriate service in the “Charge Per Item” column of Exhibit A.

The “Total Proposed” is then divided by twelve (12) to arrive at an Average Monthly Amount. This amount is then multiplied by the amount of “Balance Required to Support \$1.00 of Services” as calculated in Exhibit B-2 to arrive at the “Required Monthly Compensating Balance.”

Banks are required to show all computations on Exhibit A and B-2.

- C. Monthly Service Charge Calculations – The awarded Bank will prepare a monthly account analysis for services rendered. The analysis should be able to be reconciled (using similar terms, formats, etc.) to the Proposal Form (Exhibit A) in this Request for Proposal.



Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item. As stipulated above, letter C on page 15, a running total of net service charges will be kept during the term of the contract.



**PROPOSALS FOR BANKING SERVICES  
PARK DISTRICT OF OAK PARK**

Proposal Submitted By:

Bank Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Exhibit A: Cost Proposal Form for Depository Services

Exhibit B-1: Additional Information Requested

Exhibit B-2: Calculation Supporting “Balance Required to Support \$1.00 of Services”

Exhibit C: Exceptions to the Proposal

Exhibit D: Community Reinvestment Act Information

Exhibit E: Signed Certification Form

Exhibit F: Sample Banking Services Agreement

Exhibit G: Investment Policy

Others:

Bank’s Availability Schedule

Bank’s Audited Financial Statements and Call reports for the previous two years (one set)

Bank’s EFT Transfer and ACH Agreement

Bank’s Collateralization Agreement

Any other agreements that will be required to be executed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Please submit 3 copies of your proposal in its entirety.**

**PARK DISTRICT of OAK PARK  
Cost Proposal Form for Depository Services**

Please indicate with an “\*” in the “Items Subject to Mandates” column those items the Bank feels could be affected by federal mandates during the contract term.

<u>Items Subject to Mandates</u>	<u>Activity Description</u>	<u>Estimated Annual Volume</u>	<u>Charge Per Item</u>	<u>Annual Service Charges</u>
	Account Maintenance (5 accounts)	60		
	Number of Deposits	2,268		
	Checks Paid	2,564		
	Returned Items	30		
	Wire Transfers	1		
	Cash Deposit Charge per \$100	16,230		
	ACH Deposits	1,460		
	ACH Items Paid	780		
	ACH Debit Initiation	396		
	ACH Input File	52		
	ACH Returned Items	1		
	ACH Changes	1		
	Stop Payments	10		
	Deposit Items On Us	182		
	Deposit Items – Other	1		
	Online Banking	365		
	Cash Vault Deposit	1		
<b><i>Other Services</i></b>				
<u>Items Subject to Mandates</u>	<u>Activity Description</u>	<u>Estimated Annual Volume</u>	<u>Charge Per Item</u>	<u>Annual Service Charges</u>
	Deposit Slips	365		
	Locking Bank Bags	TBD		
	Other Costs (itemize separately)			

Total Proposed \$ \_\_\_\_\_

Average Monthly Amount (Total ÷ 12) \$ \_\_\_\_\_

Balance Required to Support \$1.00 of Services (Exhibit B-2) \$ \_\_\_\_\_

Required Monthly Compensating Balance \$ \_\_\_\_\_

**PARK DISTRICT of OAK PARK  
Cost Proposal Form for Depository Services**

Additional Information Requested

- 1) The District is interested in the receipt of scanned images of cleared checks and other Bank documents in an electronic format. Briefly describe the Bank's capabilities and services offered to this end, including costs.
  
- 2) Provide a detailed description of the Bank's PC based banking software products available. Include common features and functionality along with security features, which will ensure protection of District assets.
  
- 3) Provide a detailed description of the Bank's on-site deposit program, including approximate costs for each aspect of the program.
  
- 4) Provide a description as well as cost estimates for each feature of the Bank's positive pay program.
  
- 5) The District may, in the future, require an electronic file to clear accounts payable and payroll checks. Provide a description of the Bank's capabilities for this service as well as cost estimates.

**PARK DISTRICT of OAK PARK  
Cost Proposal Form for Depository Services**

*CALCULATION SUPPORTING “BALANCE REQUIRED TO SUPPORT \$1.00 OF SERVICES”*

$$\frac{365 \div \# \text{ of days in December}}{\text{Earnings Credit Rate}}$$

Notes:

List the instrument that will be used as the basis for the earnings credit rate here.

**INFORMATION REGARDING THIS EXHIBIT**

The District wishes to utilize a compensating balance account with a monthly earnings allowance as described in the Request for Proposal. Deviations from this method will be treated as exceptions, and should be listed on Exhibit C.

**PARK DISTRICT of OAK PARK  
Proposal Exception Form**

The Bank wishes to take exception to the following items:

<u>Page #</u>	<u>Item</u>	<u>Estimate Costs</u>
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**PARK DISTRICT of OAK PARK  
CERTIFICATION**

The undersigned, being an authorized representative of the Bank, hereby certifies that the Bank is not barred from submitting a proposal for this contract as a result of a violation of either Section 5/33E-3 or Section 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery, and interference with public contracts.

The undersigned hereby also certifies that the Bank has adopted an anti-sexual harassment policy in accordance with the Illinois Human Rights Act, as amended. The undersigned hereby also certifies that the Bank shall comply with all local, state, and federal safety standards.

The undersigned hereby also certifies that the Bank is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Bank has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bank or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Bank, or to secure any advantage against any other Bank or any person interested in the proposed contract.

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that the statement above is true and correct.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022

Notary public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**BANKING SERVICES AGREEMENT**

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the Park District of Oak Park, an Illinois Municipal Corporation, with main offices at 218 Madison Street, Oak Park, IL 60302 (hereinafter referred to as the “District”) and (\_\_\_\_\_), with offices located at \_\_\_\_\_, and licensed to do business in the State of Illinois (hereinafter referred to as the “Bank”).

\_\_\_\_\_, having submitted a Banking Services Proposal (“Proposal”) for providing certain banking services to the District in response to the specifications set forth within the Request for Proposal (“RFP”) for Banking Services issued by the District, and having been awarded a contract to provide this service, hereby accepts and agrees to comply with the specifications set forth within the Banking Services Proposal dated December 15, 2021 and responded to on behalf of the Bank on \_\_\_\_\_, 2022 by \_\_\_\_\_. The parties, therefore, agree that the attached Cost Proposal(s), offered to and accepted by the District are by this reference incorporated here in and made a part hereof together with the Proposal and the RFP to which it is responsive, all of which collectively constitute the agreement and contract between the parties.

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022

By \_\_\_\_\_ Position/Title \_\_\_\_\_

By \_\_\_\_\_ Position/Title \_\_\_\_\_

Print Company Name \_\_\_\_\_

PARK DISTRICT OF OAK PARK, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
President, Board of Park Commissioners

Attest:

\_\_\_\_\_  
Secretary, Board of Park Commissioner

## Investment Policy

### Policy

It is the policy of the Park District of Oak Park to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all state and local statutes and ordinances governing the investment of public funds.

### Scope

This investment policy applies to all financial assets of the District. These funds are accounted for in the District's annual financial report and include the General Fund, Recreation Fund, Revenue Facilities Fund, Debt Service Fund, Capital Projects Fund, Nonmajor Governmental Funds, and any other funds that may be created from time to time. All transactions involving financial assets and related activity of the foregoing funds shall be administered in accordance with the provisions of this policy.

### Deposits

When money deposited by the District becomes collected funds and is not needed for immediate disbursement, it will be invested within two working days at prevailing rates or better in accordance with 30 ILCS 225/1

### Investment Earnings

In accordance with current Government Accounting Standards Board Statement standards, interest income will be reported as revenue in the fund that earned the interest. An operating transfer, approved by the Park Board, will be required to transfer interest earnings to any other Fund.

### Valuation of Investments

All investments will be valued in accordance with the current GASB Statement standards

### Objectives

1. *Safety of Control* - Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required so that potential losses on individual securities and/or financial institutions do not exceed the income generated from the remainder of the portfolio.
2. *Liquidity* - The District's investment portfolio shall remain sufficiently liquid to enable the District to meet all operating requirements, which may be reasonably anticipated in any District fund. Maturities of investments of all funds shall not exceed two years, unless the Board of Park Commissioners approves a temporary extension of maturities, maturities of investment of Capital Funds shall not exceed three years.
3. *Return on Investments* - The investments portfolio of the District shall be designed to attain a market average rate of return throughout the budgetary and economic cycles, taking into account the District's risk constraints, the cash flow characteristics of the portfolio and legal restrictions for return on investments.
4. *Maintaining the Public's Trust* - All participants in the investment process shall seek to act responsibly as custodians of the public and shall avoid any transactions that might impair public confidence in the District.
5. *Prudence* - 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 investments, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" and shall be applied in the context of managing an overall portfolio.
6. *Local Consideration* - The District shall make every attempt to invest in banking institutions operating in the Village of Oak Park, which actively promote and support local, civic and economic development.

### Investment Instruments

The District may invest in any type of security allowed by Illinois law, notably 30 Illinois Compiled Statutes 235 (30 ICS 235). A summary of the allowable instruments follows:

1. Passbook savings account
2. Now, Super Now, and Money Market Accounts, including, but not limited to, The Illinois Park District Liquid Asset Fund + (IPDLAF+)

or Illinois Metropolitan Investment Fund (IMET)

3. Commercial Paper - issuer must be a U.S. Corporation with more than \$500 million in assets, rating must be within three highest classifications by two standard rating services, must mature within 180 days of purchase, and such purchase cannot exceed 10% of the corporations' outstanding obligations.
4. State Treasurer's Investment Pool (The Illinois Funds)
5. Money Market Mutual Funds - registered under the Investment Company Act of 1940, provided the Portfolio is limited to bonds, notes, certificates, treasury bills, or other securities, which are guaranteed by the federal government as to principal and interest.
6. Repurchase Agreement collateralized by full faith and credit U.S. Treasury securities.
7. Certificates of Deposit, Time Deposits, and CDARS
8. Constituting direct obligations of any bank as defined by the Illinois Banking Act and only those insured by the FDIC.
9. Legally issuable by savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States and only in those savings and loan associations insured by SAIF
10. Bonds, notes, certificates of indebtedness, Treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America as to principal and interest.
11. Obligations of U.S. government agencies which are guaranteed by the full faith and credit of the United States Government.
12. Short term discount obligations of the Federal National Mortgage Association

#### **Diversification**

It is the policy of the District to diversify its investment portfolio. Investments shall be diversified to eliminate the risk of loss resulting in over concentration in a specific maturity, issuer, or class of securities. Concentration in short term corporation obligations will not exceed 90% of the limit contained in Illinois law. Diversification strategies shall be determined and revised periodically by the Director of Finance.

#### **Collateralization**

1. It is the policy of the District to require that time deposits in excess of FDIC or SAIF insurable limits be secured by some form of collateral to protect public deposits in a single financial situation if it were to default due to poor management or economics factors.
2. Eligible collateral instruments and collateral ratios (market value divided by deposit) are as follows:
 

a) U.S. Government Securities	110%
b) Obligations of Federal Agencies	110%
c) Obligations of Federal instrumentalities	125%
d) Obligations of the State of Illinois	125%
e) General Obligations Bond of the District	110%
f) Bank Deposit Guaranty Bond	125%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed quarterly and additional collateral will be requested when the ratio declines below the level required.

3. Safekeeping of Collateral
  - a. Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:
    - 1) A Federal Reserve Bank or its branch office
    - 2) At another custodial facility- generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved.
    - 3) By an escrow agent of the pledging institution.
  - b. Safekeeping will be documented by an approved written agreement. This maybe in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
  - c. Substitution or exchange of securities held in safekeeping can be done without prior written notice of the District provided the market value of the replacement securities are equal to or greater than the market value of the securities being replaced. The District will be notified in writing of all substitutions.

#### **Safekeeping of Securities**

1. Third party safekeeping is required for all securities. To accomplish this, the securities can be held at the following locations:
  - a. A Federal Reserve Bank or its branch office.
  - b. At another custodial facility generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved.
  - c. By an escrow agent of the pledging institution.
  - d. A financial institution on the Illinois State Treasurer's approval list of safekeeping banks.



2. Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement, or custody agreement.

**Qualified Financial Institutions**

1. Depositories - Demand Deposits

- a. Any financial institution selected by the District shall provide normal banking services, including, but not limited to: checking accounts, wire transfers, purchases and sale of U.S. Treasury securities and safekeeping services.
- b. The District will not maintain funds in any financial institution that is not a member of the FDIC or SAIF system. In addition, the District will not maintain funds in any institution not willing or capable of posting required collateral for funds in excess of FDIC or SAIF limits.
- c. To qualify as a depository, a financial institution must furnish the Director of Finance or the Park Board Treasurer with copies of the latest two statements of conditions, which it is required to furnish to the Director of Financial Institutions or to the Comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statement to the Executive Director/Accounting Supervisor or the Park Board Treasurer within 45 days of the end of each quarter.
- d. Fees for banking services shall be mutually agreed to by an authorized representative of the depository bank and the Accounting Supervisor on an annual basis. Fees for services shall be substantiated by a monthly account analysis and shall be reimbursed by means of compensating balances.
- e. All financial institutions acting as depository for the District must enter into a "Depository Agreement."

2. Banks and Savings and Loans- Certificates of Deposit

Any financial institution selected to be eligible for the District's certificate of deposit purchase program must meet the following requirements:

- a. Shall provide wire transfer and safekeeping services
- b. Shall be a member of the FDIC or SAIF system and shall be willing and capable of posting required collateral for funds in excess of FDIC and SAIF insurable limits.
- c. To qualify as a depository, a financial institution must furnish the Accounting Supervisor or the Park Board Treasurer with copies of the latest two statements of condition, which it is required to furnish to the Director of Financial Institutions or to the Comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statements to the Accounting Supervisor or the Park Board Treasurer within 45 days of the end of each quarter.

3. Sixty-five percent Rule

The amount of funds deposited and/or invested in a financial institution shall not exceed 65% of the capital stock and surplus of such institution unless collateral security has been pledged, in which case the amount of such deposits and/or investments shall not exceed 75%.

**Management of Program**

1. The following individuals are authorized to purchase and sell investments, authorized wire transfers, authorized the release of pledged collateral, and to execute any documents required under this policy. Two signatures are required for all of investment transactions.

- a. Finance Manager
- b. Executive Director
- c. Director of Finance

i. These documents include:

- a. Wire Transfer Agreement
- b. Depository Agreement
- c. Safekeeping Agreement
- d. Custody Agreement

2. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in any investment transactions except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate or any other person involved in such transactions for the District.

3. The Wording of agreements necessary to fulfill the investment responsibilities is the responsibility of the Director of Finance who shall periodically review them for consistency with District policy and State law and who shall be assisted in this function by District legal counsel. These agreements include but are not limited to:
  - a. Wire Transfer Agreement
  - b. Depository Agreement
  - c. Safekeeping Agreement
  - d. Custody Agreement

**Ethics and Conflicts of Interest**

Officers and employees of the District who are involved in the investment process shall refrain from any personal business activity that could conflict with the execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Park District Board of Park Commissioners any material financial interests in financial institutions that conduct business with the District, and they shall further disclose any large personal, financial or investment positions that could be related to the performance of the District's portfolio.

Employee and officers shall subordinate their personal investment transactions to those of the District particularly with regard to the timing of purchases and sales.

**Indemnification**

Investment officers and employees of the District acting in accordance with this investment policy and written procedures as have been or may be established and exercising due diligence shall be relieved of personal liability for an individual's security credit risk or market changes.

**Reporting**

The Director of Finance shall submit to the Park Board a comprehensive annual report on the investment program and activity. The report shall include a review of the fiscal year's overall performance as well as a projection of what may be anticipated in the next fiscal year. This report shall be reviewed as part of the external annual audit of the District's financial records.

**Administrative Help**

The District shall provide and pay for professional and administrative help, staff and equipment necessary to carry out the duties and responsibility contained in this investment policy and the procedures established for operations of the program.

**Amendment**

This policy shall be reviewed from time to time, at least once annually, and revisions shall be presented to the Park Board for approval.

**Conflict**

All District Ordinances and parts of Ordinances and all Resolutions and Policy statements or parts thereof in conflict with this policy or any parts thereof are hereby repealed. In the event of any conflict between this policy and the Illinois Compiled Statutes or case decisions of the State of Illinois, the then Statutes and case law decisions shall control.

**Captions and Headings**

The captions and headings and used herein are for convenience of reference only and do not define or limit the contents.