



DATE: April 16, 2025

TO: Prospective Financial Institutions

The City of Smithville is requesting competitive proposals from firms qualified to provide BANKING SERVICES.

Proposals must be received no later than

**4:00 PM, Friday, May 22, 2025**

Submit one (1) original signed proposal to:

City of Smithville  
Request for Proposal – Banking Services  
Attn: Rick Welch  
107 West Main Street  
Smithville, MO 64089

Submit one (1) electronic proposal to:

[rwelch@smithvillemo.org](mailto:rwelch@smithvillemo.org)

Said proposals must be clearly labeled – RFP – BANKING SERVICES

Questions concerning this RFP should be directed to Rick Welch, 816-532-4158 or [rwelch@smithvillemo.org](mailto:rwelch@smithvillemo.org).

Late proposals will be rejected and returned unopened.

Sincerely,

Rick Welch  
Finance Director



## **CONTENTS**

### **AFFIDAVIT**

- I. GENERAL BACKGROUND**
- II. MINIMUM QUALIFICATIONS**
- III. SCOPE OF SERVICES**
- IV. REQUESTED BANKING SERVICES**
- V. OPTIONAL BANKING SERVICES**
- VI. OTHER VALUE-ADDED BANKING SERVICES**
- VII. PROPOSAL SUBMISSION PROCESS AND DEADLINES**
- VIII. PROPOSAL REQUIREMENTS**
- IX. FORMAT FOR SUBMISSION OF PROPOSAL**
- X. REQUESTS FOR INFORMATION**
- XI. EVALUATION OF PROPOSALS**
- XII. PROPOSAL SCHEDULE**
- XIII. CONTRACT REQUIREMENTS**
- EXHIBIT A: APPLICATION TO ACT AS DEPOSITORY**
- EXHIBIT B: REQUIRED INFORMATION**
- EXHIBIT C: OPTIONAL SERVICES**
- EXHIBIT D: OTHER VALUE-ADDED SERVICES**



## AFFIDAVIT

I, \_\_\_\_\_ (Name of Individual) of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, being duly sworn on her or his oath, deposes and says:

1. That I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm Name), and have been authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of the City of Smithville, Missouri is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to the Request for Proposals;

or

The following officer(s), agent(s), or employee(s) of the City of Smithville would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Smithville: (list all such officers, agents, or City employees on a separate sheet);

**(Affiant shall line through the statement which does not apply; failure to line through one statement shall disqualify the proposal).**

3. If firm were awarded any contract, job work, or service for the City of Smithville, Missouri, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;

or

The following officer(s), agent(s), or employee(s) of the City of Smithville would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Smithville: (list all such officers, agents, or City employees on a separate sheet);

**(Affiant shall line through the statement which does not apply; failure to line through one statement shall disqualify the proposal).**

4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Request for Proposals.



\_\_\_\_\_  
(Firm Name)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Federal Tax I.D. #



## **I. GENERAL BACKGROUND**

The City of Smithville (the City) is requesting competitive proposals from eligible financial institutions to act as the City's depository institution for the period of three years, effective on **October 1, 2025**, or other date as determined between the City and financial institution, with additional one-year renewal options. Eligible institutions must meet the requirements of R.S. Mo Chapter 30, hereby deemed applicable to the City and all regulations of the Missouri State Treasurer as amended and meet the minimum qualifications as stated within this Request for Proposals. Banking services and charges will be reviewed on an annual basis to ensure the equity of the agreement for both parties. It is the intent of the City to have one financial institution provide the banking needs for the City's main operating account, and other minor City accounts and other banking services described.

The intent of this Request for Proposal is to provide qualified financial institutions an equal opportunity to submit proposals to handle the City's bank accounts and services. Banking services not requested in this proposal will be negotiated between the City and the selected bank if required at a later date.

## **II. MINIMUM QUALIFICATIONS**

The following indicates the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Specific responses to each requirement must be provided in your proposal.

- Be insured by the Federal Deposit Insurance Corporation (FDIC).
- Be eligible to be a depository of City funds pursuant to the above with full-service branch in Smithville. All responding banks must complete Exhibit A.
- Be an online cash and securities member of the Federal Reserve.
- Be able to provide 100% collateralization of all City deposits
- Provide credit information from a nationally recognized rating organization such as Moody's, Standard & Poor's, etc.



- Have the capacity of providing all Required Banking Services internally. The City prefers that the responding bank provide services without the use of joint ventures, consortiums, or contract service providers because of control issues. The City will determine the acceptability of any arrangements with the objective of the RFP being the total solution.
- Branch location(s) within the City limits of Smithville, Missouri.

### **III. SCOPE OF SERVICES**

Details of the services to be provided to the City are separated into three categories.

#### **1. Required Banking Services**

These services are listed in Section IV and in Exhibit B and must be provided by the selected bank.

#### **2. Optional Banking Services**

These services are listed in Section V and in Exhibit C, and the City may desire to use them depending on the availability and price of the services offered. However, the City may award a contract for these services to a separate bank(s) besides the main depository that is awarded the contract for required services in Section IV above. Proposals are not required to address any optional services in order to be considered an acceptable proposal.

#### **3. Other Value-Added Banking Services**

These are services not otherwise identified in this RFP that the proposing bank may offer to the City. Please submit your proposal on Exhibit D for any additional services that you wish the City to consider. Include all necessary attachments, fees and discussion materials to clarify the services being offered.

### **IV. REQUESTED BANKING SERVICES**

All proposals should include the following services, which are requested in the City's Banking Services agreement. Proposing Banks must submit a completed Exhibit A and Exhibit B with the proposal.



### 1. Account Structure

The City will require this to be an interest-bearing checking account. All of the City's operations will flow through this account, including the deposit of revenues, accounts payable payments, payroll and investment purchases and maturities. The City will send and receive wire transfers and ACH transfers, write checks, and make deposits to this account. The City requires the ability to access real time detailed information of all incoming ACHs and wires for this account at no cost to the City.

The following chart describes the frequency of various activities that will be processed in this account.

Item	Frequency
Accounts Payable Checks	Weekly
Deposits	Daily
Payroll	Every two weeks
Investment Purchases	As Needed
Investment Maturities	As Needed
ACH Debits/Credits	As Needed

### 2. Access to Records

The depository bank shall allow reasonable access to the Finance Director, Finance staff, the City's independent auditors and federal auditors to examine records relating to the use of City funds. In the response, please provide information about this service, including all costs.

### 3. On-Line Treasury Management

Describe in detail your online communication capabilities for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, stale dated check management, stop pay management, exception item review using positive pay, safekeeping data and investment performance reporting, and any other online information that will be available to the City. In addition, please describe the training available and appropriate controls regarding the City's accounts using online access. Finally, indicate the hardware/software requirements necessary to run the access program.

### 4. Deposit Slips

Two-part, pre-numbered deposit slips will be required, as well as self-inking endorsement stamps.



## **5. Lockbox Services**

The successful vendor will perform the following processes for items sent to the lockbox location:

- a. Collect and open mail from lockbox location at various times each business day.
- b. Compare remittance documents to the accompanying check for amount verification.
- c. Endorse all checks contained therein.
- d. Deposit such checks into the account in one lump sum for the day.
- e. Email the deposit information to the City's designee.
- f. Processed documents, deposit slips and other mail not containing checks will be delivered to City designee each business day.
- g. Provide online access to imaged lockbox documents (statement stubs and checks) allowing immediate access to processed items.

## **6. ACH Collections**

The City operates a water and sewer utility with approximately 3,900 customers. Customers shall have the opportunity to make direct payments by ACH for their monthly fees. Approximately 900 customers take advantage of ACH. Please describe your services in this area.

## **7. Remote ACH Check Deposit Service**

The City currently receives a substantial volume of check payments over the counter at cashier operations in City Hall. With the implementation of Remote ACH Check Deposit Service, it is anticipated that the operating bank can accept quality images of checks in file format over the internet and collect payment of these checks. Please describe the service that is available to the City and clearly define costs and implementation procedures including equipment requirements. Also, describe the latest deposit time for the file to be transmitted to the bank and what checks if any that cannot be converted to the image deposit format.

## **8. Availability of Funds Deposited**

What is the collected funds availability schedule for the City's deposits? These deposits include checks, credit cards, money orders, cash, ACH credits and wires from local, regional, and out of state banks. The City requires updates as the schedule changes. Also, describe the latest daily deposit time for fastest availability on deposits including deposits made using file transmissions of check images.





## **9. Returned Checks**

All deposited checks that are returned will be emailed, in addition to mailed within one (1) business day. sent back to the City and processed against the City's account. The City desires to have a second presentment of the check for any NSF checks that are deposited. As an option, the NSF check can be converted to ACH and presented for payment rather than a second presentment of the check. Please provide information about this service, including all costs.

## **10. Payee Positive Pay and Automated Account Reconciliation**

The City requires the use of a payee positive pay account reconciliation and fraud prevention program. As checks are disbursed, the City will provide the bank with computer readable record file detailing the payee, check number, date and dollar amount of each item. Only those items reported by the City will be allowed to clear the account. The bank shall provide the City a daily list of exception items for payment approval or rejection. The City requires that the exception items not be paid as the automatic default. Describe your system and how stale checks will be handled, and include information regarding the requirements for the electronic file, such as format, etc.

Please also describe any ACH Positive Pay services or other fraud prevention options your offer.

The electronic file shall be in the standard CSC (comma delimited) format for interfacing with the City's financial system. Information is expected to be received within three business days of the month-end and shall contain the date, bank account number, check number and amount. Responding banks should describe their systems and how stale dated checks will be handled. The City requires that the payee positive pay program be integrated with the bank teller operations to maximize controls. In response, please describe the status of the online teller access.

## **11. Cancelled Check Safekeeping**

Please describe your cancelled check safekeeping to include image recovery for processed checks.

The bank shall provide a monthly electronic data set containing information of all checks cleared by the bank. These data sets shall be furnished for dates from the first day of the month through the last day of each month and shall include the following information: check #'s paid; date cleared; and amount. The cancelled checks or check images shall be returned monthly in numerical



sequence by check number on or before the fifth working day of the following month.

**12. Electronic Vendor Payments (ACH or VISA Network)**

The City currently pays some of its vendors electronically and desires to expand its use of this form of payment. Please describe any electronic payment system, with cost structure, your bank provides and the bank plans for expanding the service.

**13. Debit Blocks and Filters**

The City requires the ability to place Debit filters and blocks on all accounts to minimize the potential of fraudulent withdrawals. Please describe your program and all costs associated with implementing filters and blocks.

**14. Purchasing Cards**

In 2024, the City had roughly 80 purchasing cards outstanding with an annual transaction volume of approximately \$275,000. The City will need to receive transaction data in a format that can be sent to the purchaser for review and approval.

Please describe your program, including all costs, fraud management, rebate matrix, accounting information to be provided to the City, reporting capabilities, Internet capabilities, card formats, controls for the use of the cards, reconciliation process, etc. Attach a copy of your bank's contract for this service, if applicable.

**15. Collateral**

Pursuant to R.S. Mo Chapter 30, hereby deemed applicable to the City and all regulations of the Missouri State Treasurer, as amended, the bank is required to collateralize City deposits. This requires that pledged securities have a market value equal to at least 100% of the amount of the total deposits of public funds, including accrued interest earned. The following items are considered acceptable collateral:

1. Direct obligations of, or obligations insured as to principal and interest by, the United States Government or an AAA rated agency thereof, and obligations and securities of United States sponsored AAA rated corporations, which under federal law may be accepted as security for public funds.



2. Surety bonds, issued by a AAA rated insurance company as determined by a nationally recognized insurance rating agency, licensed to do business in the State of Missouri. Surety bonds are subject to review and approval by the City's Finance Director.
3. Letters of Credit issued by the Federal Home Loan Bank.
4. Bonds of the State of Missouri.
5. Other collateral authorized by the Missouri State Treasurer,

If the bank chooses to pledge securities as collateral, the bank will be required to pledge the securities at the Federal Reserve Bank or at the Federal Home Loan Bank and execute a Security Agreement with the City giving control of the securities to the City.

## **16. Required Information**

### **a. Designated Account Liaison**

The City will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bank and be able to resolve any problems or issues that may arise. Biographical information must be included on all key bank personnel that will be assigned to service the City.

### **b. Record Retention**

The bank should maintain records for the City for the term of seven years after the completion of the contract.

### **c. Disaster and Back-up Plans**

Describe your bank disaster and back-up plans and capabilities. The City must have access to cash, securities, and information always.

### **d. Statements**

The City requires monthly statements on all its accounts. The cut-off for these statements will be the last day of each month. These statements shall be readily available no later than the 3<sup>rd</sup> business day after the end of the month.

### **e. Wire Transfer of Funds**

The City wire transfers funds to other banks. This service will be provided on the request of any approved City bank account designee (using electronic, telephonic, email, and/or written requests). Online submission is preferred – all other methods exist for backup. In order to maintain audit controls, the bank will provide written instructions to follow when wire transfers are requested by telephone. What is the cut-off time for the City to submit wire transfer information and have it processed on



the same day? Any money received directly at the financial institution by wire transfer of US Treasury, State of Missouri funds, or other financial institutions will be reported to the City's Finance Division immediately by telephone or email. The financial institution will then provide the City with a deposit slip or credit advice of the transaction.

**f. Bank Charges**

Charges for services and supplies provided by the bank will be directly deducted from the City's bank account. The bank will provide a detailed invoice to the City prior to deduction.

**g. Investments**

The City reserves the right to invest in time deposits, demand accounts (money market), US Treasury bills or notes, government agencies or repurchase agreements through other financial institutions if such action is to the benefit of the City.

**h. Interest Income**

All account(s) will be interest bearing accounts and are not to go below the bank's normal savings account rate. Financial institutions are required to state in the proposal the interest rate offered, including the index used and the index's effective interest rate, specifically, the rate given to the City based on the number of basis points above or below the index. If an interest-bearing account is proposed for the automatic sweep product for the investment of end-of-day balances, please provide information on any FDIC charges on the bank account and describe the current FDIC charges. The proposal should also include all options available to public entities under Smithville Ordinances considering the City has expanded investment authority. Include your bank's earnings history for July 1, 2023 – June 30, 2024, earnings benchmark and all costs. Indicate which sweep investments option the bank recommends for the City and why it should be selected.

The Bank shall make available to the City (at the time of the maturing of any City CD) a new CD at the highest rate at time being made available to the general public or any governmental entity whichever is higher

**i. Additional Services**

The City may request additional services not specifically mentioned in this RFP with a mutually agreeable fee to be charged by the bank. If the bank wishes to offer the City additional services not otherwise specified in



this request for RFP, a description of these services, including unit costs, if any, should be included in the proposal.

## **V. OPTIONAL BANKING SERVICES**

The City requests the proposing banks offer any optional services or make any recommendations it believes would enhance the cash management capabilities of the City. All proposing banks are encouraged to make suggestions or provide additional information not requested in this proposal. Banks are encouraged to describe factors that distinguish their institution from potential competitors. However, all respondents must submit a proposal on **all** requested services in the proposal format provided, even if unavailable by the responding institution.

Optional services should be summarized on an attached Exhibit C, but can be accompanied and supported by other material. The City may elect to use some or all of the optional services, but not necessarily with the primary operating bank. The City may elect not to award a contract for any or all of the optional services to any banks.

## **VI. OTHER VALUE-ADDED BANKING SERVICES**

Please describe any other banking services that your bank would be willing to offer by summarizing and including attachments for review by the City.

## **VII. PROPOSAL SUBMISSION PROCESS AND DEADLINES**

One original signed proposal from interested banks must be received on or before 4:00pm on Thursday, May 22, 2025 and addressed to:

City of Smithville  
Request for Proposal – Banking Services  
Attn: Rick Welch  
107 West Main Street  
Smithville, MO 64089

One (1) electronic signed proposal must be received by [rwelch@smithvillemo.org](mailto:rwelch@smithvillemo.org) on or before **4:00 PM, Thursday, May 22, 2025**. Any proposal that is not received before the deadline date and time will not be considered. The City reserves the right to accept or



reject any and all proposals, to waive technicalities or irregularities involving any proposal.

Proposals will be time-stamped upon receipt and held in a secure place until the established due date. A record of proposals will be established, which will include for all proposals, the following information: the name of the entity submitting the proposal; a description sufficient to identify the services offered; and, the date and time the proposals were opened.

All proposals and related reference information submitted in response to this RFP will become the property of the City and will not be returned to the respondent. Each entity submitting a proposal waives any right of confidentiality as to the proposal documents. If an entity submitting a proposal considers certain material in the proposal proprietary information, it shall clearly designate those portions of the proposal it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public. Under no circumstances will any portion of a bidder's price proposal be considered confidential.

The City reserves the right to (1) accept or reject any and all proposals and to waive any technicalities or irregularities involving any proposal and to cancel the RFP process at any time prior to entering into a formal contract for banking services, (2) not award a contract for any or all of the banking services that are the subject of this RFP process, (3) award contracts for banking services to separate banks, (4) negotiate contract terms acceptable to the City with the successful bank(s), (5) disregard all

nonconforming, nonresponsive or conditional proposals and (6) reject the response of any bank which does not submit a proposal to the City's satisfaction.

All proposals must be signed by a duly authorized individual, and the affidavit completed, signed and notarized (Page 3-4).

During the evaluation process, the City reserves the right to request additional information or clarifications from those banks submitting proposals and to allow corrections of errors and/or omissions. Oral presentation may be required prior to selection; notification will be given if such meetings are required.

Submission of a proposal indicates acceptance by the company submitting the proposal of terms, conditions and specifications contained in this RFP and to include the contract requirements set forth herein.





The City will not pay for any information herein requested, nor is it liable for any costs incurred by those banks submitting proposals. The City reserves the right to select the proposal that will best meet the needs of the City. Proposals that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

All proposals must remain in effect for 120 days after the proposal due date.

By submission of a proposal, each entity submitting a proposal certifies that:

1. It has not paid nor agreed to pay any person(s), other than a bona fide employee, a fee or a brokerage fee resulting from award of the contract.
2. The City may, by written notice to the entity submitting the proposal, reject the RFP or cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP or the entity submitting the proposal participated in collusion with another entity to restrain or eliminate competition.
3. The contents of this RFP and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing contracts as the City deems appropriate.

All proposals must be submitted in a sealed envelope or box on or before the time specified herein. No proposals shall be opened until after the time specified for proposal submission. No proposal will be opened if submitted after the time specified

herein for submittal of proposals. No public proposal opening will be held. All proposals will remain confidential until a selection is made or until all proposals are rejected.

Those entities whose proposals meet the requirements of this RFP may be interviewed.

## **VIII. PROPOSAL REQUIREMENTS**

1. Proposals must include all requested services as set forth in Section IV herein.
2. Proposals must be submitted in the format provided in this RFP, including the use of appropriate exhibits.
3. An individual having full authority to execute the proposal and to execute any resulting contract for services must sign each proposal, including Exhibit A.
4. The following bank profile data is required in each proposal:



- The year 2023 financial statement or most recent 12-month ending period must be included.
  - Identification of the three largest owners of the bank.
  - Description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.
5. Each proposal shall include resumes of key management and staff members that would be assigned to the account.
  6. Each proposal shall include an organizational chart depicting the various departments, including contacts that would be involved in the City relationship.
  7. Each proposal shall provide information regarding the proposing entity's community involvement within the City of Smithville.
  8. Each proposal shall include a list of names, addresses, phone numbers and email addresses for three customers of similar size and complexity to the City's requirements, including the name of a contact person.
  9. Each proposal shall address the method of compensation to include the following:
    - The City requires that a monthly account analysis be presented within ten days from the cut-off date. The account analysis must show a minimum of the following information:
      - Account number
      - Period covered
      - Average ledger balance
      - Average collected balance
      - Services rendered to include type of service and quantity
      - Per unit charge for each service per the banking agreement
      - Extended charges of each type of service provided
      - Total monthly charges of all services provided
    - The City will make payment for bank services as follows:
      - By withdrawal from operating account
    - All charges shall be in conformity with those specified in the Banking Service Quotation Forms Exhibit B, C and D.
  10. Each proposal shall include the statement and contract drafts required by Section XIII of this RFP.

Additionally, please address the following with your proposal:

1. Is the financial institution a member of the Federal Reserve System and insured by the FDIC or FSLIC?
2. State how and where the bank/local branch is chartered (federal or state). If chartered by a state, identify the state the bank/local branch is chartered under. Provide list of locations available to the City.





3. Provide credit information from a nationally recognized rating organization such as Moody's, Standard & Poor's, etc. Discuss current FedFis (or equivalent service) rating published effective for the most recent quarter available and provide the pertinent information regarding financial strength and stability expected during the term of this proposed banking services contract.
4. Is the financial institution audited by an independent CPA firm? Please provide a copy of the most recent audit report.
5. Please submit your bank's most recent Call Report.
6. Provide your bank's Capital Ratio and Risk Based Capital Ratio for the past three (3) years.
7. Provide a summary of any significant changes in management during the past five (5) years. Include any recent or anticipated mergers or acquisitions.
8. Indicate whether your institution will provide the following services and at which location these services will be handled:
  - a. Daily deposit of City funds
  - b. Processing of federal withholding of tax deposits
  - c. Coin counting services as needed
  - d. Receiving of customer utility payments (lockbox)
  - e. Certification of availability of funds for bond and interest payments to the State Treasurer's Office as requested by the City.
9. Provide interest rate history on your institution for both interest-bearing checking accounts and public fund money market accounts for the last two (2) years. How often are these rates reviewed for changes?
10. Completion of the charges for banking services listed on Exhibit B.
11. Will the fees quoted in the proposal remain firm during the entire contract period? If no, for what period will your fees remain firm? What are the criteria and frequency for adjusting your fees?
12. State that the proposal submitted shall be binding upon the financial institution for 120 days from the submission date and that the individual signing proposal is authorized to make such a commitment.

## **IX. FORMAT FOR SUBMISSION OF PROPOSAL**

In order to simplify the review process and obtain the maximum degree of comparison, proposals must be organized in a standard format. The following outline indicates organization which will provide information necessary for the processing of the proposal.

1. Title Page: Indicate the name of the institution, local address, telephone number, name of the contact person, and the date.
2. Table of Contents: Include a clear identification of the material by section and page number.



3. Letter of Transmittal: Limit the letter of transmittal to one or two pages. Briefly state the institution's understanding of the services to be performed and state the names of the persons who will be authorized to make representations for the institution. Also, state the person signing the letter is authorized to bind the institution.
4. Profile and Qualifications of the Institution: Include responses to all requested and additional services as described with the Request for Proposal. State the location of the office (or offices) from which the various services are to be performed, identify the personnel who will work on the City's activity, and give the names and telephone numbers of client references for which similar services are provided.
5. Fees: Complete Exhibit B for calculating fees. Alternate fee proposals may be provided for the City's consideration. This should contain the estimated annual fee based on the projected activity shown. The City has the option of choosing the method most advantageous to them.
6. Additional Section: Since the preceding sections are to contain only data that is specifically requested, any additional or supplemental information considered essential to the proposal shall be included in this section. If there is no additional data or information to present, state, "There is not additional data to be presented."

## **X. REQUESTS FOR INFORMATION**

All request for information and questions regarding this RFP must be forwarded in writing or via email ([rwelch@smithvillemo.org](mailto:rwelch@smithvillemo.org)) no later Wednesday, April 22, 2025 to:

City of Smithville  
Request for Proposal – Banking Services  
Attn: Rick Welch  
107 West Main Steet  
Smithville, MO 64089

By Thursday, May 8, 2025 responses to questions will be provided to entities requesting responses and to all known proposers. The responses will also be posted as an addendum to the RFP on the City's Website at this time or available upon request.

## **XI. EVALUATION OF PROPOSALS**

Proposals will be evaluated by the City of Smithville utilizing the criteria set forth below. The City staff will make a recommendation to the entire Governing Body based upon this analysis. All proposals submitted will be the primary document upon which each proposal will be evaluated. All proposals will first be screened to determine minimum



institution qualifications as outlined in this RFP. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

Submitted proposals will be judged on the following evaluation criteria:

1. Scope of proposed services.
2. Cost of services and effectiveness of total services performed.
3. Experience, expertise and qualifications of key bank personnel assigned to the City.
4. Financial strength and stability of the bank.
5. Value of any new products or services suggested.
6. Quality level of services to be performed and proposed approach to cost control, service level monitoring and administration.
7. Clarity, completeness and timeliness of information provided for evaluation to the City.
8. Quality of any in-person interview with the City's selection committee.
9. Responses to reference checks.
10. Distance from City locations needing to make deposits to depository locations.
11. Number and locations of branches and services provided at each branch.

In addition to the banking institutions' services, please provide the following:

- A list, including address and zip code, of all banking locations, including affiliates and/or subsidiaries, located within the city limits of Smithville, Missouri, and the services provided at each location.
- Are there any other reports the Respondent bank routinely prepares and distributes that provide information regarding any such programs as listed directly above that would be available to the City?

The City reserves the right to utilize other appropriate selection and evaluation criteria as it deems necessary.

## **XII. PROPOSAL SCHEDULE**

<u>Event</u>	<u>Deadline</u>
Distribution of Requests and Publication	_____, 2025
Questions Regarding Proposal Due 1:00 pm	_____, 2025
Responses to Questions Distributed and Posted by 5:00 pm	_____, 2025
Proposals Due 4:00 pm	_____, 2025
Evaluation/Interview/Facility Visitation Period End Date	_____, 2025
Contract Signed by	_____, 2025
Expected Implementation Date	_____, 2025



Please note that these dates are anticipated and are subject to change.

### **XIII. CONTRACT REQUIREMENTS**

All banks submitting proposals in response to this RFP must include in their proposal drafts of contracts for those banking services included in each proposal:

1. Security Agreement
2. Pledge and Custodial Agreement
3. Treasury Management Services Agreement
4. Wire and ACH Transfer Agreement
5. Other Agreements that the City will be required to execute

The award of any contract for banking services pursuant to this RFP process is contingent upon the bank(s) receiving the award and successfully negotiating a contract for those banking services with the City. In the event the selected bank(s) will not execute an agreement that satisfies the contract terms requested by this Section, or the City is unable to negotiate a contract it deems acceptable with the selected bank(s), the City may withdraw its award for banking services with the selected bank(s) and award its banking services to the next most qualified bank, or the City may call for new proposals at its option.

The following contract terms must be included in all contracts for banking services. The City reserves the right to modify these contract terms by amendment, addition or deletion as it deems appropriate.

#### **1. RIGHT OF THE CITY TO TERMINATE AGREEMENT**

- a. **Termination for Cause.** Without in any manner limiting the right of the City to terminate this Agreement or declare the BANK in default thereof for any reason set forth herein or in the Request for Proposal documents, if the work to be done under this contract shall be abandoned by BANK; or if this Agreement shall be assigned by BANK otherwise than as herein provided; or if the BANK should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the BANK or any of its property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, that the BANK is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the city may, at its option, serve written notice upon the BANK of the City's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon the BANK a satisfactory arrangement be made for the



continuance thereof, this Agreement shall cease and terminate unless the City otherwise agrees to continue the Agreement. In the event of such termination, the City shall immediately serve notice thereof upon the BANK, and the City may take over the work and prosecute same to completion by contract with another banking institution or otherwise and in such event the City may take possession of and utilize in completing the work any and all documents and other materials as may be necessary, therefore. When BANK's services have been so terminated, such termination shall not affect any rights or remedies of the City against BANK then existing or which may later accrue. Similarly, any retention or payment of monies due BANK shall not release BANK from liability.

- b. **Termination for Convenience.** City reserves the right, in its sole discretion and or its convenience and without cause or default on the part of the BANK, to terminate this Agreement by providing sixty (60) days prior written notice of such termination to BANK. Upon receipt of such notice from City, BANK shall: (1) immediately cease all work or (2) meet with City and, subject to City's approval, determine what work shall be required of BANK in order to bring the Project to a reasonable termination in accordance with the request of the City. If City shall terminate for its convenience as herein provided, City shall compensate BANK for all work completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Any termination of the Agreement for alleged default by BANK that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

## 2. INDEMNITY

- a. Definitions

For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

- i. The "BANK" means and includes BANK, all its employees, agents and assignees, and all its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and
- ii. "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

- b. Indemnity

For purposes of this Agreement, BANK hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all "Loss" where "Loss" is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence of other actionable fault of the BANK. It is agreed as a specific element of



consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided; however, that the BANK's obligation hereunder shall not include amounts attributable to the fault of negligence of the City. Nothing in this section shall be deemed to impose liability on the BANK to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss. Such indemnity shall include all attorney's fees and costs incurred by the City.

### 3. **INSURANCE**

During the performance of this contract, the BANK agrees to maintain for the duration of the contract, insurance coverage of the types and minimum liability as set forth below. Before entering into a contract, the successful bank shall furnish to the City a Certificate of Insurance verifying such coverage and identifying the City as a loss payee on the valuable paper's coverage. The certificate holder on the Certificate of Insurance shall be as follows:

City of Smithville, Missouri  
c/o City Clerk  
107 West Main Street  
Smithville, MO 64089

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice, by registered mail, to the stated address of the certificate holder.

- a. Banker's Professional Liability: \$2,000,000 per occurrence and as an annual aggregate.
- b. Banker's Blanket Bond: Coverage must be provided on Banker's Blanket Bond Standard Form 24 with a minimum limit of \$3,000,000 per loss under Insuring Agreements A-Fidelity, B-On Premises and C-In Transit. A minimum limit of \$2,000,000 shall be provided under Insuring Agreements E-Securities. Computer Crime coverage, in an amount not less than \$2,000,000, is to be provided either by endorsement to the Banker's Blanket Bond or by separate bond. If courier/messenger services is to be utilized for pickup and delivery of receipts, this service must also be covered under the Banker's Blanket Bond.





- c. Cyber Liability: Vendor shall maintain cyber liability insurance covering acts arising out of their operations or services, including data and network liability/privacy and security liability; data breach response expense and notification. The policy limits shall not be less than the following:
  - 1. Each wrongful act \$1,000,000
- d. Workers' Compensation and Employer's Liability
  - i. Workers' Compensation: Statutory
  - ii. Employer's Liability:
    - 1. Bodily Injury by Accident \$100,000 each accident
    - 2. Bodily Injury by Disease \$500,000 policy limit
    - 3. Bodily Injury by Disease \$100,000 each employee
- e. Industry Ratings: The City will only accept coverage from an insurance carrier which offers proof that the carrier:
  - i. Is licensed to do business in the state of Smithville
  - ii. Carries a Best's Policyholders rating of A or better; and
  - iii. Carries at least a Class X financial rating; or
  - iv. Is a company mutually agreed upon by the City and the BANK

A statement to the effect that the institution meets the insurance requirements must be contained in the response to the proposal. A certificate of insurance, naming the City as additional insured, shall be provided to the City by the successful institution within fifteen (15) days after notification of award.

#### **4. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS, RULES AND LAWS**

The BANK shall remain informed of, and shall comply with, all applicable laws, ordinances, rules, regulations, and orders of the City, County, State, Federal, or any other public bodies, which apply to work performed under this agreement. The BANK shall provide all necessary safeguards and protections as set forth by the United States Department of Labor, Occupational Safety, and Health Administration.

The BANK agrees that:

- a. The BANK shall observe the provisions of the Missouri Human Rights Act pursuant to Chapter 213 of the Missouri statutes as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, ancestry or age;
- b. If the BANK fails to comply with the manner in which the BANK reports to the Commission in accordance with the provisions of Chapter 213 and amendments thereto, the BANK shall be deemed to have breached the



- present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
- c. If the BANK is found guilty of a violation of the Missouri Human Rights Act under a decision or order of the Commission which has become final, the BANK shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - d. The BANK shall include the provisions of paragraphs 1 through 4. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The BANK further agrees that the BANK shall abide by the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local government agency in connection therewith.

5. **GOVERNING LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

6. **NEGOTIATION**

The City reserves the right if there is only one bidder to negotiate any and all elements of this proposal.





**EXHIBIT A: APPLICATION TO ACT AS DEPOSITORY  
CITY OF SMITHVILLE, SMITHVILLE  
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

**BANK NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

To: City of Smithville  
Request for Proposal – Banking Services  
Attn: Rick Welch  
107 West Main Street  
Smithville, MO 64089

The undersigned certifies that the bank submitting this proposal is an institution eligible to be a depository of public funds as set forth in the RFP.

Please answer the following question:

Does the Bank have a main office or a branch office in the City of Smithville, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please indicate nearest location to Smithville, Missouri: \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby proposes, if selected by the City of Smithville, to furnish the following services at the prices and terms stated, subject to all instructions, hereto. By submitting this signed proposal, the bank officially agrees to provide the services requested. This agreement covers all the terms, conditions and specifications of this proposal. The prices shall remain fixed for the term of the contract.

**Proposing Bank:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**EXHIBIT B: REQUIRED INFORMATION  
CITY OF SMITHVILLE, MISSOURI  
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

Financial Information:	
As of Qtr. End Date:	
FDIC Insurance Coverage:	Yes   No
CRA Rating:	
Total Assets:	
Total Equity:	
Ratio – Equity divided by the Assets in % form:	
Current Net Profit (Loss) of Qtr.:	
Profit (Loss) as a percent of Equity:	
Total Deposits:	
Total Time Deposits of \$100,000 or more:	
Total Loans:	
Total Loans 90 Days or More Past Due:	
Loan Loss Reserve as % of Total Loan:	
Total Troubled Debt:	
Total Renegotiated Amount of Troubled Debt:	
Allowance for Losses on Non-Real Estate Loans:	
Capital Ratio (Tier 1 and Tier 2; three most recent years):	
Risk Based on Capital Ratio (three most recent years):	
DBE Financial Institution:	Yes   No

**Enclose a copy of the most recent audited financial statement**



**Interest Calculation:** The financial institution will pay the City interest on daily collected balance in the City's account at the rate named below. The rate may be a fixed or variable rate. If the rate is variable, state the index used and the number of basis points above or below the index. Provide a one-year history of the index.

<b>General Operating Account:</b>	
Fixed %:	_____ %
Variable: Tied to T-bill rate	_____ Basis Points Above
Other Index*	_____ Basis Points Below
	_____ % Rate Only *State index to be used
<b>All Other Accounts:</b>	
Fixed %:	_____ %
Variable: Tied to T-bill rate	_____ Basis Points Above
Other Index*	_____ Basis Points Below
	_____ % Rate Only *State index to be used



The City currently maintains an operating account balance of the following balances.

ACCOUNT BALANCES BY MONTH FOR 2024	
MONTH	ACCOUNT BALANCE
January-24	
February-24	
March-24	
April-24	
May-24	
June-24	
July-24	
August-24	
September-24	
October-24	
November-24	
December-24	



PRICING WORKSHEET			
Account Services		Per Item Charge	Monthly Fee

Please provide a list of all the costs that apply to the services offered.



**EXHIBIT C: OPTIONAL SERVICES  
CITY OF SMITHVILLE, MISSOURI  
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

**Use Exhibit C to submit your proposal for the optional services specified in Section V of this RFP. This includes:**

Please provide a list of all costs that apply to optional services.



**EXHIBIT D: OTHER VALUE-ADDED SERVICES  
CITY OF SMITHVILLE, MISSOURI  
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

**Use Exhibit D to submit your proposal for other services not specified by this RFP.**