



**Proposal Documents for
Comal County Bank Depository
Comal County, Texas
Proposal # 2015-320**

**COMAL COUNTY
REQUEST FOR PROPOSAL**

The enclosed REQUEST FOR PROPOSAL(RFP) and accompanying documents are for your convenience in submitting a proposal for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT PROPOSAL DATES:

DUE DATE: **APRIL 2, 2015 AT 2:00 P.M., CST**
OPENING DATE: **APRIL 2, 2015 AT 2:00 P.M., CST**

Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

ADDRESS:
RAMONA WOMACK, CPPO, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DRIVE
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Bid" response, please complete the Statement of No Bid in this RFP and submit.

Any prospective Bidder/Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective Bidder/Offeror concerning this solicitation will be furnished promptly to all other known prospective Bidders/Offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known Bidders/Offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPO, CPPB
County Purchasing Director
Comal County

**COMAL COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

E-MAIL ADDRESS

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

This page must be page 1 of the bid, or the bid may be rejected.

TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Offeror," or "Applying Bank"), hereby agree upon the following terms and conditions.

1.1. The Comal County Commissioners Court is soliciting Proposals for furnishing services associated with a County depository bank as set forth in this Request for Proposal ("RFP").

1.2. Complete RFP's shall be received in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 2:00 P.M. on Thursday, April 2, 2015. RFP's will be publicly opened at 2:00 P.M. on Thursday, April 2, 2015 in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas.

Proposals must include one (1) original and two (2) copies. The Original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened in accordance with state law.

RFP's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with Offeror's name and address, RFP name, date and time. It is the sole responsibility of the Offeror to ensure timely delivery of RFP. The RFP is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at 830-643-5850 to see if your response has been received. If there is any doubt, you are encouraged to deliver your package in person.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of proposals.

RFP's must be submitted on the attached Cost Analysis Worksheet. All RFP's **MUST** be submitted using the **EXACT** format provided for by this document. Please make a clear distinction between the RFP's language and the Bank's response.

Any Applications not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception.

1.3. RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office, the Treasurer's Office, and the approval of the Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.

1.4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.5. TERM OF CONTRACT: This contract will be for a four year period beginning June 1, 2015 through May 31, 2019, in accordance with Local Government Code 116.021.

1.6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be (2) two years in accordance with Local Government Code 116.021.

1.7. The County reserves the right to accept or reject in part or in whole any RFP submitted, and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.8. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies or services which are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.9. Quantities indicated in the proposal are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the RFP price.

1.10. The undersigned agrees, if this RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period of acceptance of this RFP will be thirty (30) calendar days unless the Applying Bank notes a different period. Banking services not detailed on the worksheet will be provided at no cost.

1.11. Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offeror must include all incidental costs on Cost Analysis Worksheet or as an attachment to the Cost Analysis Worksheet. Comal County will not provide or allow for parking or travel reimbursements for the Offeror's employees. Offeror's offices, administration and/or place of business will not be on Comal County premises and will be the Offeror's responsibility. Only those costs shown on the Cost Analysis Worksheet will be paid.

It is also understood that any and all persons who provide services under Contract to Comal County, resulting from this RFP, shall be and remain employees of the Contractor, not Comal County. It is understood and agreed that the Offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the Offeror's employees and or equipment during the course of the Contract.

This RFP in no manner obligates Comal County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of Comal County and may be terminated at any time prior to the signing of a Contract.

Comal County will not be liable for any costs incurred by the Offeror in preparing a response to this RFP. Comal County makes no guarantee that any goods and/or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Comal County.

The Offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at Offeror's risk.

1.12. ETHICAL CONDUCT: The Offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The Offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.14. Offeror must provide any and all warranty terms and conditions. Offeror's Terms & Conditions are subject to the review and approval of Comal County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

1.15. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.16 Invoices shall be sent directly to Comal County Treasurer, 150 N. Seguin, Suite 213, New Braunfels, Texas 78130. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

1.17. Payment shall not constitute an acceptance of the item(s) RFP nor impair the County's right to inspect any of its remedies.

1.18. All fees are to be firm for the life of the contract. Interest rates are subject to the renegotiation clause, Local Government Code 116.021(b).

1.19. RFP'S should be unit priced using the Cost Analysis Worksheet form included with this RFP. Purchases will be made on a cash basis. In case the unit price of an item differs from the extended price for the quantity RFP, the unit price shall govern.

1.20. Quantities indicated on the Cost Analysis Worksheet are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the RFP price.

1.21. The price to be paid by the County shall be that contained in the Cost Analysis Worksheet, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products or services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.22. A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

1.23. EVALUATION PROCESS - DEPOSITORY BANK - County will award the Depository Bank contract based on, but not limited to, the following criteria:

- 1) Bank's financial position.
- 2) Bank's ability to pledge adequate securities against County funds.
- 3) Experience providing depository services requested in RFP to similar accounts.
- 4) Net rate of return on County funds.
- 5) Ability to meet service requirement.
- 6) Cost of services.
- 7) Cash management products available that will enhance the County's banking procedures.

County reserves the right to select evaluation methods deemed most appropriate. Each RFP will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.24. All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.

1.25. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.26. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.27. Offeror shall provide the defense for and indemnify and hold harmless County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Offeror's use of the premises thereunder.

1.28. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.29. Attach a list of references of current Public Fund users that utilize Cash Management Products similar to those requested in the Cost Analysis Worksheet. Failure to do so may render the RFP unresponsive.

1.30. The Offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.31. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.32. This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.

1.33. This RFP along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Comal County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.34. The Offeror shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Offeror's officers, agents or employees.

1.35. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the RFP of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.36. This Contract shall not be assignable by the Offeror without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.37. If the Offeror defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within sixty (60) days of the occurrence of the default or material breach.

1.38 Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Comal County, Texas
C/O County Judge
150 N. Seguin Avenue
New Braunfels, Texas 78130

With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Dr.
New Braunfels, Texas 78130

For the OFFEROR:

Fax (____)_____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.39. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

SPECIFICATIONS

II. DEPOSITORY BANK CONTRACT GENERAL SPECIFICATIONS

NOTICE: The selection of County depository bank and the terms of depository contracts are governed by Texas Local Government Code Chapter's 116 and 117.

- 2.1 **SCOPE OF THE CONTRACT** - It is the intent of the Comal County Commissioners Court to contract with a bank desiring to be designated as the Comal County Depository Bank –2015-2019. The Contract will include deposits of Comal County Public Monies including but not limited to direct deposits from State agencies, the funds held by the Comal County Clerk, the Registry Funds held by the Comal County District Clerk, the funds held by the Comal County Sheriff's Office, funds collected by Comal County Justices of the Peace, Comal County District Attorney Hot Check Escrow Account & Forfeiture Account, and funds collected by the Comal County Tax Assessor-Collector.
- 2.2 **RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION** - Each and every section and subsection of this RFP requires a response from the Offeror. Offerors must format responses in the same sequence as this RFP.
- 2.3 **MINOR EXCEPTIONS** - Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, and the reasons therefore stated in explanation.
- 2.4 **INTERVIEWS** – The County may require Banks to attend an interview with the Comal County Evaluation Committee on Depository Bank RFP'S. If required, interview(s) will be between the dates of April 9, 2014 and April 15, 2015.

III. CONTRACTURAL REQUIREMENTS

- 3.1 **TYPE OF BANKING RELATIONSHIP** - The following specifications provide for the following type of banking relationships: The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non-interest bearing accounts and time deposits.
- 3.2 **COMPLIANCE WITH STATUTES** - By returning the Cost Analysis Worksheet, Bank acknowledges that it understands and will comply with Texas Local Government Code, Chapter 116 "Depositories For County Public Funds" and Chapter 117 "Depositories For Certain Trust Funds and Court Registry Funds" that pertain to the managing and safekeeping of county funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes will be referred to as the "Code".
- 3.3 **BANK AFFILIATION** - Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. **An Offeror must be a Federal or Texas chartered bank doing business in and having a full service facility within Comal County, Texas.** Banks who operate under the State of Texas bank charter may submit an RFP without membership in the Federal Reserve System. State chartered banks **MUST** be able to perform **ALL** services required by this R.F.A. for the Depository Bank. State chartered banks that are submitting an RFP **must** be a member of the Federal Deposit Insurance Corporation.
- 3.4 **DURATION** - The contract will be effective for a period of four (4) years ending Sixty (60) days from the time fixed by law for the next selection of a county depository bank. If a time deposit maturity extends beyond the expiration date of the depository contract, the issuer will pledge sufficient securities allowed by law for public funds to Comal County for the duration of the time deposit.
- 3.5 **RENEGOTIATIONS** - Section 116.021 (b) of the Code specifies that:
"If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract."
- 3.6 **INVESTMENTS MADE OUTSIDE DEPOSITORY BANKS** - County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of The County. All investment purchases shall be made on a delivery versus payment basis.

3.7 **SUBMITTING FINANCIAL STATEMENTS** - Banks wishing to be designated as the Depository Bank will include as part of the RFP:

- (1) The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- (2) The Bank's last three (3) Call Reports.
- (3) The Bank's Annual Financial Reports for the past 2 years.

The successful applicant shall continue, during the term of the depository contract, to furnish the County Treasurer updated issues of (a) each quarterly call report and (b) annual financial reports.

3.8 **GOOD FAITH GUARANTEE** – An Offeror desiring to be the Depository Bank must submit with the Cost Analysis Worksheet a certified check or a cashier's check in the amount of \$ 460,153.00 [one-half percent of the County's revenue for the preceding year, Code 116.023 (b)(1), and one-half of one percent of the Registry/Trust funds held by the County and District Clerks during the preceding year, Code 117.021 (d)], payable to Comal County as a guarantee of good faith. The check will be held by the County until a Depository Bank is selected and bond has been provided in accordance with Code 117.021 (d).

3.9 **LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY** - As stated in Code Section 116.023: "If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages." A new depository shall then be selected.

3.10 **SECURITY** - Within fifteen (15) days after the selection of the depository bank by Commissioners Court, the selected Bank shall qualify as provided by law. The County will accept Surety Bonds and/or a Securities Pledge Contract provided for under Tex. Loc. Gov't Code Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond.

To compensate for increases or decreases in County Deposits and fluctuations of market value of pledged collateral, the minimum market value of collateral will be **102%** of County deposits.

Pledged securities shall be the kind prescribed by law under Tex. Loc. Gov't Code Chapter 116, and must be acceptable to The County. The following securities are acceptable to The County:

1. U.S. Treasury Notes
2. U.S. Treasury Bills
3. Government National Mortgage Association Certificates
4. Federal Farm Credit Bank Notes and Bonds
5. Federal Home Loan Bank Notes and Bonds
6. Federal National Mortgage Association Notes and Bonds
7. Federal Home Loan Mortgage Corporation Notes and Bonds
8. State of Texas Bonds

9. Bonds of City, County and Independent School Districts located in Texas with a Moody's rating of AA or better or a Standard and Poor's rating of AA or better.

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable. The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank of Dallas without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the RFP, if approved.

- 3.11 **COLLATERAL MANAGEMENT**- The Depository Bank must include, as part of the RFP, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value.
- 3.12 **VALUE OF COLLATERAL** - The Offeror must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.

IV. SERVICE REQUIREMENTS

- 4.1 **CONTACT PERSON** - Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.

Bank must also provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:

- General Information
- Safekeeping and Securities Clearance
- Posting and Deposit Discrepancies
- Stop Payments
- Balance Adjustments
- Collateral Adequacy
- Internal Transfers
- Wire Transfers
- Online PC Service
- Certificates of Deposit rate quotes

- 4.2 **ON-LINE SERVICES** - It is requested that as a part of the RFP the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Attach product description, pricing, and sample reports for the on-line PC link available. **Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the RFP is selected.**

- 4.3 **ANALYSIS REPORT** - Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

- daily & monthly average ledger balance
- daily & monthly average float
- daily & monthly average collected balance
- average negative collected balance
- average positive collected balance
- reserve requirements
- available balance for earnings credit
- price levels for each activity
- monthly volumes by type
- earnings credit allowance (provide explanation how earnings credit rate calculated)

A sample client account analysis report must be provided as part of the RFP.

- 4.4 **STATEMENTS** - Monthly bank statements will include sequential checks, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement. The original checks or a hard copy of canceled checks in addition to checks on CD shall be furnished to the County Treasurer at each month's end. Statements should be processed no later than five (5) business days after the close of each month. **A sample bank statement must be included as a part of the RFP.**
- 4.5 **PAYROLL DIRECT DEPOSIT** - Bank must provide the capability for the county to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice.
- 4.6 **ACH TRANSACTIONS** - Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. Also, fraud filters for ACH debits and provide the ability to view daily account balances of all accounts from computers located in the county offices.
- 4.7 **WIRE TRANSFERS** - Bank must provide the ability to send wire transfers on an automated or manual basis, and also to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.
- 4.8 **INTEREST RATES** - Floating interest rate and fixed interest rate proposals on accounts and certificates of deposit will be quoted by the Bank. The County reserves the right to select the rate most favorable to the County at any time during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.
- 4.9 **DISBURSEMENT SERVICES** - A successful RFP will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment. This will include any of the Bank's locations or motor-bank facilities in Comal County, Texas.
- 4.10 **POSITIVE PAY** – The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by the Treasurer before checks are paid by the bank. Any applicable cost should be quoted.
- 4.11 **DEPOSIT SERVICES** - The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the RFP.
- 4.12 **CASH OVERDRAFTS** - For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged. The amount for insufficient fund fees must be included with this RFP. The County will not be liable for insufficient fund fees not included as part of this RFP.

- 4.13 **SECURITY SAFEKEEPING** - Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided. Indicate costs associated with a security purchase settlement.
- 4.14 **PAYMENT FOR SERVICES** - The County requests that payment for services and supplies provided as follows:
- Settlement for service charges will occur every six months. If the earnings credit exceeds the total service charges for the six months, there is no service charge payment due. If the earnings credit is less than the total service charges for the six month period, an invoice for the amount of the net deficiency will be presented to the County Treasurer.
- 4.15 **CASH MANAGEMENT** - On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products. Offerors are invited to propose additional cash management services that are not specified herein.
- 4.16 **EXPENSE ALLOWANCE** – State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps, and etc.)
- 4.17 **ATM SERVICES** – The County is exploring the possibilities of adding ATM services. If Offeror is interested in exploring this opportunity please provide product and cost information. **THIS IS FOR INFORMATION ONLY AND WILL NOT BE INCLUDED IN THE BANK DEPOSITORY RFP. PLEASE PROVIDE AN ADDITIONAL SHEET CONTAINING THIS INFORMATION.**
- 4.18 **COMPUTERIZED OUTPUT** - The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.

4.19 **BANK ISSUED CREDIT CARDS**: The County is currently using a purchase card system, where budgeted monthly charges may be charged by certain approved county employees on a county credit card which charge is immediately reflected on the computerized account and can therefore be monitored by the Treasurer and Auditor’s office. **PLEASE PROVIDE INFORMATION IF YOUR BANK OFFERS THIS SERVICE.**

4.20 **OTHER SPECIFIC SERVICES** - As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:

- Locked or Sealable bags _____
- Laser Checks _____
- Checks (in individual books or binders) _____
- Deposit Slips _____
- Endorsement Stamps _____
- Coin Wrappers _____
- Currency Straps _____
- Credit Card Processing _____

4.21 **ARMORED CAR DEPOSITORY SERVICE** – The County departments collect revenues that generate large depository needs, and therefore the Comal County Commissioners Court desires the Depository Bank to provide armored car security pickup service for these deposits on a daily basis. Please specify the cost for this armored car service, including any cost variance for same banking day or next banking day deposit service.

4.22 **OTHER UNSPECIFIED SERVICES AND/OR COSTS** – Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

V. STRUCTURE OF ACCOUNTS

The County's bank accounts will be structured as follows (numbers and dollar amounts are approximations and subject to change):

-- **Non-Interest Bearing Checking Accounts With Earnings Credit** -- Approximately 10 accounts – this number varies according to the rate the bank credits to the county as an earnings credit as compared with bank charges for overnight investments and yield earned on such accounts. Estimated daily balances range from \$11,000 to \$16 million.

-- **Interest Bearing Checking and/or Money Market Savings Accounts** --
Approximately 12 accounts with estimated balance equal ~ \$ 2,000,000.

-- **Controlled Disbursement Accounts** -- 1 Accounts Payable account

-- **Sweep Accounts -- 4 ***

(*will only be utilized if economical as determined by County depending on interest rate paid vs. bank charges for this service)

Accounts with the express purpose of sweeping deposits nightly. The accounts will utilize sub-account/store location technology. Estimated nightly balances range from \$ 300,000 to ~ \$ 1,300,000. However, during tax collections, this balance could go as high as \$11 million.

-- **Trust Funds - Separate Individual Savings Accounts**

These savings accounts will house the District and County Clerks' Trust/Registry funds mandated by the court. The accounts will be in the Clerk's name for the benefit of the beneficiary and will be registered with the beneficiary's Social Security number. There are occasions when the trust funds will not be deposited in the Depository Bank by order of the court. The County requests an RFP for the interest rate on these accounts as a whole (please see the following page). The County also requests that when compensating balances for services rendered calculated, these accounts be considered.

Total balance for all such trust fund accounts as of (12/31/14) is approximately ~ \$1,000,000.

-- **Certificates of Deposit**

For District and County Clerk's Trust/Registry Funds, as ordered by court to be invested in a CD. These will be renewed as current CDs mature.

**VI. COST ANALYSIS WORKSHEET
DEPOSITORY BANK CONTRACT**

Volume History is included as Attachment A

VARIABLE AND FIXED RATE RFP'S:

Supply rate quotes for the following - * see Note at end of worksheet:

	Variable <u>Interest Margin*</u>
Interest-Bearing Checking Accounts	_____
Money Market Savings Accounts	_____
Trust Fund Savings Accts. – Total \$ 500,000	_____
Sweep Accounts - over \$1,000,000	_____
Sweep Accounts - under \$1,000,000	_____

*Variable Rate = 91 Day US T-Bill Auction Discount Rate published in the Wall Street Journal on the day following the auction) + Margin (Based on basis points). Example: If 91 day US T-Bill Auction Discount Rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%

Minimum Balance Required: _____ (Interest Ckg. Accounts)
 _____ (MM Savings Accounts)

Certificates of Deposit - Variable Interest Rate

91 Day US T-Bill Auction Discount Rate (as determined by latest T-Bill Auction)

	Less than \$100,000.00	More than \$100,000.00
1. Maturity 7-29 days	+ _____ basis points	+ _____ basis points
2. Maturity 30-59 days	+ _____ basis points	+ _____ basis points
3. Maturity 60-89 days	+ _____ basis points	+ _____ basis points
4. Maturity 90-179 days	+ _____ basis points	+ _____ basis points
5. Maturity 180 days-less than 1 year	+ _____ basis points	+ _____ basis points
6. Maturity 1 year or more	+ _____ basis points	+ _____ basis points

Certificates of Deposit - Fixed Interest Rate

Use the date of February 28, 2009 for calculation purposes

	less than \$100,000.00	more than \$100,000.00
1. Maturity 7-29 days	_____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180 days-less than 1 year	_____ %	_____ %
6. Maturity 1 year or more	_____ %	_____ %

COST ANALYSIS WORKSHEET:

Use the following Cost Analysis Worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your RFP figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for January 31, 2015.

BALANCE SUMMARY:

AVG POS. LEDGER BALANCE (ALL ACCOUNTS)	<u>\$ 10,000,000 – Highest</u>	<u>\$3,600,000 Lowest</u>
LESS RESERVES REQUIREMENT RATE:	_____	_____
AVG. AVAIL BALANCE	_____	_____
LESS BALANCE REQUIRED	_____	_____
NET AVAILABLE BALANCE	_____	_____
EARNINGS CREDIT ALLOWANCE RATE:	_____	_____
LESS TOTAL FIXED ACCT. CHARGES	_____	_____
EXCESS OR DEFICIT	_____	_____

COST ANALYSIS WORKSHEET CONTINUES

Earnings credit calculated on the following balances:

Trust Fund Savings Accts	\$ 1,000,000
Non-Interest Bearing Accts (with earnings credit allowance)	6,000,000
Interest Bearing Accts	<u>1,500,000</u>
Total	\$8,500,000

PLEASE PROVIDE AN EXPLANATION OF HOW THE EARNING CREDIT RATE IS CALCULATED:

	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
DEPOSITORY SERVICES –			
FDIC ASSESSMENT	_____	_____	_____
CREDITS POSTED	_____	_____	_____
ENCODING	_____	_____	_____
ON US	_____	_____	_____
LOCAL CITY CLEARINGHOUSE	_____	_____	_____
IN-DIST FED	_____	_____	_____
ALL OTHER (including Check 21 compliance)	_____	_____	_____
DEBITS POSTED	_____	_____	_____
OVERDRAFT FEE	_____	_____	_____
MANUAL STOP PAYMENTS	_____	_____	_____
AUTOMATED STOP PAYMENTS	_____	_____	_____
ACCT MAINTENANCE -			
NON-INTEREST BEARING CKG/MM SAVINGS	_____	_____	_____
INTEREST BEARING CKG	_____	_____	_____
CONTROLLED DISBURSEMENTS	_____	_____	_____
SWEEP ACCOUNTS Under 1,000,000.00	_____	_____	_____
INTERIM STMTS – WEEKLY	_____	_____	_____
RETURN ITEM SERVICES -			
RETURN ITEM	_____	_____	_____
RETURN-REDEPOSIT ITEM RECLEAR	_____	_____	_____

	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
BRANCH TELLERS SERVICES –			
COMMERCIAL CHECK CASHING	_____	_____	_____
NIGHT DROP DEPOSIT	_____	_____	_____
CASH VAULT SERVICES –			
CURRENCY PER STRAP	_____	_____	_____
COIN PER ROLL	_____	_____	_____
GENERAL ACH SERVICES –			
ACH DEBITS	_____	_____	_____
FRAUD FILTERS FOR ACH DEBITS	_____	_____	_____
ACH CREDITS	_____	_____	_____
ACH TRANSMISSION	_____	_____	_____
MAINTENANCE	_____	_____	_____
ANY OTHER ACH CHARGES	_____	_____	_____
WIRE TRANSFER –			
FUNDS TRANSFER INCOMING	_____	_____	_____
FUNDS TRANSFER – INCOMING TERMINAL REPETITIVE WIRE	_____	_____	_____
FUNDS TRANSFER - OUTGOING	_____	_____	_____
FUNDS TRANSFER - OUTGOING TERMINAL REPETITIVE WIRE	_____	_____	_____
FUNDS TRANSFER MAIL ADVICE	_____	_____	_____
CONTROLLED DISBURSEMENT –			
MAINTENANCE	_____	_____	_____
ITEMS PAID	_____	_____	_____
ACCOUNT RECONCILIATION –			
SORT RECON MAINTENANCE	_____	_____	_____
TRANSMISSION FEE	_____	_____	_____

ACCOUNT RECONCILIATION – (continued)

	UNIT PRICE	SERVICE BALANCE CHARGE REQUIRED	
SORT RECONCILIATION ITEMS	_____	_____	_____
DEPOSIT RECONCIATION ITEMS	_____	_____	_____
POSITIVE PAY (A/P FUNDS)	_____	_____	_____
FAX FEES FOR POSITIVE PAY	_____	_____	_____
CHECKS ON CD ROM	_____	_____	_____
DETAIL OF OTHER CHARGES	_____	_____	_____

ONLINE INFORMATION SERVICES –

INTERNAL TRANSFER ITEMS	_____	_____	_____
INTRADAY ACCOUNTS	_____	_____	_____
INTRADAY ITEMS	_____	_____	_____
PREV DAY ACCOUNTS	_____	_____	_____
PREV DAY ITEMS	_____	_____	_____
CHECK MGR MAINT.	_____	_____	_____
DETAIL OF OTHER CHARGES	_____	_____	_____

SAFEKEEPING & SECURITY CLEARING –

ACCOUNT MAINTENANCE	_____	_____	_____
RECEIPTS HELD	_____	_____	_____
DETAIL OF OTHER CHARGES	_____	_____	_____

ARMORED CAR PROVISION FOR DAILY COUNTY DEPOSITORY NEEDS –

PICK UP OF COUNTY MONIES FOR DEPOSIT ON SAME DAY	_____	_____	_____
PICK UP OF COUNTY MONIES FOR DEPOSIT NEXT BANKING DAY	_____	_____	_____

MISCELLANEOUS:

INTEREST EXPENSE ON TRUST/REGISTRY ACCTS	_____	_____	_____
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DETAIL ANY OTHER CHARGES NOT SPECIFICALLY LISTED IN ONE OF THE ABOVE CATEGORIES ON A SEPARATE PAGE ATTACHED AS "PAGE 16A."

PAYMENT PROCESSING SERVICES – RETAIL LOCKBOX QUESTIONNAIRE

1. The services are for daily receipt and processing of mailed payments to Comal County. The scope of work will include pick-up and open mailed payments, prepare daily deposits, provide daily data files and reports, provide images of remittance documents and checks, and be responsible for providing security for the payments.
2. Provide the following information in proposal:
3. How many staff are assigned to lockbox operation?
4. For your existing lockbox operations, provide list of your government clients, list of your Tax Assessor-Collector clients. Please indicate the number of years you have provided lockbox services to Texas Tax Assessor-Collectors.
5. What is the total time for receipt, processing, conveying reports, files and images to the county?
6. During heavy peak periods in December, January and February, will the lockbox processing time be affected during those periods? If so, how? If not, what action will be taken to maintain timely processing?
7. How long will it take the county to receive its funds from the original pick up at the post office?
8. What is your error rate?
9. Do you out source your lockbox? Programming? Imaging?
10. Who has ownership of the lockbox?
11. Where will the physical PO Box be located? Where is the location of your primary lockbox facility?
12. When are lockbox packages available?
13. When is the retail lockbox data transmission available?
14. What file options are available to the county? Can this be customized? What is the additional fee? What is the lead time? Can the file layout be altered and what is the lead time?
15. Are the images available online? Coupons? Checks?
16. Do you offer a CD option for data retention?

17. The county uses the post mark on the envelope to establish a date of tax payment remittance, will you be able to enable the county to retain the integrity of its ability to do this?

Please provide a copy of your Disaster Recovery Plan.

Please provide cost(s) for the above described payment processing services by providing a Retail Lockbox.

Additional Information for Lockbox Service Payment Processing:

- Payments are mailed to a P.O. Box, picked up and opened daily.
- Imaging of check and coupon are made available online daily with long-term archive.
- Actual remittance envelopes are sent and received by Comal County the next day.
- No special adjudication required with regards to late payments.
- "Unprocessable" payments are when coupons and check amounts do not match.
- CD imaging is provided as well.
- A sample of a 2014 Tax Statement has been included as Attachment B.

DEPOSITORY BANK

The Bank must complete the information below to validate the RFP for a County Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing Comal County with a Certified and Attested Resolution from a duly authorized meeting of the Board of Directors of the submitting Bank authorizing or empowering the undersigned to execute this contract; that this Bank has not prepared this RFP in collusion with any other bank; and that the contents of this RFP as to fees, interest rates, terms, or conditions of said RFP have not been communicated by the undersigned, nor by any employee or agent, to any other bank making a RFP or to any other persons engaged in this type of business prior to the official opening of this RFP.

All unsigned RFP'S will be disqualified.

Name and address of Bank:

Signature: _____

Name: _____

Title: _____

Telephone Number: _____

E-Mail: _____

Note: By my signature above, I hereby certify that the following are attached:

- A. A list of references of current Public Funds Users that utilize Cash Management Products similar to those requested in RFP.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing, and sample reports for the on-line PC link available.
- H. A sample Account Analysis Report.
- I. A sample Bank Statement.
- J. A Copy of Bank's Availability Schedule.
- K. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signee to execute this contract.
- L. A response to every section and subsection in the Request for RFP.
- M. Completed Cost Analysis Worksheets.
- N. Attachments indicating other services and charges not specified in the Request for RFP

References:

List two (2) references for which the Offeror has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

The undersigned affirms that they are duly authorized to execute this RFP, that this RFP has not been communicated to any other Offeror prior to the official opening of this RFP.

Name and Address of Offeror:

All unsigned RFP's will be disqualified

_____	Signature: _____
_____	Name: _____
_____	Title: _____
_____	Phone No: _____
_____	E-mail: _____

RETURN COMPLETED BID PACKAGE IN ITS ENTIRETY

**COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION**

This sheet must be completed, signed, and returned by Bidder/Offeror with RFP.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to Section 262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:

(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

Bidder/Offeror Company Name _____

Bidder/Offeror (Signature) _____ Date _____

Bidder/Offeror (Print Name) _____ Date _____

Position with Company _ _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Offerors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

Adopted 06/29/2007