



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
P.O. Box 1751, San Angelo, Texas 76902  
Tel: (325) 657-4220

# **REQUEST FOR PROPOSAL CITY OF SAN ANGELO**

## **Finance Department Banking Depository Services**

**RFP SUBMITTAL DEADLINE**  
**August 21, 2015 at 2:00 P.M. CDST**

**RFP No. FIN-01-15**



**City of San Angelo**  
72 West College Avenue  
San Angelo, Texas 76903

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## **INTRODUCTION**

The City of San Angelo (the "City") is requesting proposals for a three (3) year bank depository services contract with two possible one-year extensions.

Institutions responding to this Request for Proposal (RFP) must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet the City's requirements as stated in the RFP.

### **1. Local Presence**

To ensure a close working relationship and to facilitate services, only depository institutions with full depository service capabilities within the geographic boundaries of the City of San Angelo will be authorized to propose.

### **2. Disqualification**

Disqualification may occur for any of the following reasons:

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

### **3. Confidentiality**

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

### **4. Proprietary Information**

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract.

### **5. Digital Format**

Proposals documents are available and may be downloaded without charge at <http://www.cosatx.us>. The proposal documents may be found by following the links:

- Bid Information (Scroll to the bottom of the homepage)
- RFP: FIN-01-15/Bank Depository Services

Proposer may obtain the RFP in digital format in order to prepare a proposal, but the proposal must be submitted as a hard copy according to the instructions contained in this bid package. An electronic copy of the entire proposal is required for the City's archival purposes.

If, in its proposal, Proposers make any changes to the published specifications, the specification as published shall control. Furthermore, if an alteration of any kind to the specifications is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### **6. Award of Contract**

The City will select the most highly qualified Proposer of the requested services based on demonstrated competence and qualifications and may negotiate a final contract at a fair and reasonable price. A Master Agreement has been attached as part of the RFP to which each proposer must agree to or submit exceptions to as part of its Proposal.

The City reserves the right to:



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- accept or reject any or all proposals,
- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- accept any proposal or portion thereof most advantageous to City,
- request additional information or require a meeting with bank representatives for clarification,
- cancel, revise, and/or reissue this request for proposal or any portions thereof,
- negotiate any conditions with proposers,
- modify deadlines, and
- select any proposal deemed to be in its best interest as determined by the City.

If any provision of this proposal or resulting contract is deemed invalid, the City retains the right to retain all other provisions.

#### **7. Acceptance of Proposal Content**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the proposer receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements.

#### **8. Equal Employment Opportunity**

Proposer should be aware of the requirement for ensuring that all its employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

#### **9. Proposal Term**

Proposal shall be in effect for at least 180 days from the submission date.

#### **10. RFP Questions**

There will be no pre-proposal conference. Questions regarding this RFP, or the services requested, will be accepted in e-mail form only, at [sapurch@cosatx.us](mailto:sapurch@cosatx.us) no later than seven (7) business days prior to the due date. All responses will be posted as an addendum to the City's website, [www.cosatx.us](http://www.cosatx.us).

#### **11. Points of Contact**

**Julia Antilley, Division Manager**

Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo Texas, 76903  
(325) 657-4219  
[sapurch@cosatx.us](mailto:sapurch@cosatx.us)

**Dale Hahn, Cash & Debt Analyst**

Accounting Division  
City of San Angelo  
San Angelo, TX 76902



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## **DEADLINE AND DELIVERY LOCATION**

### **1. Deadline**

Sealed submittals must be received and time stamped by August 21, 2015 at **2:00 P.M. CDST in the City Purchasing Department at the address shown below**. The clock located in Purchasing will be the official time. **Proposals received after that time by the City will not be accepted and will be returned unopened.**

Faxed or electronically transmitted RFP submittals will not be accepted

*It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of method chosen by the respondent for delivery.*

### **2. Copies of Proposal Submission**

To be eligible for consideration under this request, submit **one (1) hard copy original in a 3-ring binder and three (3) hard copies plus one (1) copy of the entire proposal in PDF format on a USB Drive.**

### **3. Delivery Addresses**

#### **USPS**

Purchasing Department, FIN-01-15  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903

#### **Delivery Service**

Purchasing Department, FIN-01-15  
Suite 330  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903

***Please ensure the delivery envelope is marked, "RFP Enclosed – FIN-01-15/Banking Depository Services".***



## INSURANCE REQUIREMENTS

The bank awarded this contract will be required to provide the following insurance requirements, General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage and will be required prior to commencement of any work following execution of a contract. For additional information, please contact **Risk Manager, Marion McMinn**.

### 1 Indemnification.

- 1.1 General Indemnification.** Contractor agrees to indemnify, defend, and hold city, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of contractor or city, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of contractor, its agents or employees, or the joint negligence of contractor and any other entity, as a consequence of its execution or performance of this contract or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by contractor hereunder. This indemnification shall survive the term of this contract as long as any liability could be asserted. Nothing herein shall require contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.
- 1.3 Prospective Application.** Any and all indemnity provided for in this contract shall survive the expiration of this contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this contract but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of contractor in performing under this contract.
- 1.4 Retroactive Application.** The indemnity provided for in this contract shall extend not only to claims and assessments occurring during the term of this contract but retroactively to claims and assessments which may have occurred during the term of previous agreements between city and contractor.

### 2 Insurance.

- 2.1 General Conditions.** The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.
- 2.1.1 Satisfactory Companies.** Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2.1.2 Named Insureds.** All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2.1.3 Waiver of Subrogation.** Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its



council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

**2.1.4**      **Certificates of Insurance.** At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

**2.1.5**      **Sub-Contractors' Insurance.** Contractor shall cause each Sub-Contractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.

**2.2**      **Types and Amounts of Insurance Required.** Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:

**2.2.1**      **Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

**2.2.3**      **Workers' Compensation and Employer's Liability.** If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under





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applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

If Contractor uses contract labor, Contractor shall require its contractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

**2.2.4 Professional Liability.** The requirement for an additional insured endorsement does not apply to Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Contract as long as any liability could be asserted. Coverage shall be not be less than:

\$ 1,000,000.00



## **PROPOSAL QUALIFICATIONS AND SUBMISSION INSTRUCTIONS**

**By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.**

### **1. Local Presence**

To ensure a close working relationship and to facilitate services, only depository institutions with full depository service capabilities within the geographic boundaries of the City of San Angelo will be authorized to propose.

### **2. Proposal Format**

In order to equitably evaluate each bank's ability to meet the banking service needs of the City, a standard format for all proposals is required. A response must be given to each item in Sections "Financial Institution Qualifications," "Required Banking Services" and "Optional Services" of this RFP. Responses must be in the same order as the questions presented and respond to each question. Only proposals submitted in the prescribed format and using the provided Attachments A and B and City Submission Documents will be considered and evaluated for contract award. Additional explanatory information may be included as part of a proposal with appropriate references to the tabbed supplemental information.

This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

### **3. Estimated Schedule for Proposal Submission**

The City will make every effort to adhere to the following schedule.

08/07/15	Release of Request for Proposal
08/14/15	Deadline for questions concerning the RFP or services requested
08/18/15	Responses given to any questions on the RFP - provided as an addendum at <a href="http://www.cosatx.us">www.cosatx.us</a>
08/21/15	Deadline for proposal submission
09/01/15	Contract Award
10/01/15	Contract commencement

### **4. Fees and Charges**

The City reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of banking services under the contract. The City reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the City to take advantage of changing interest rate environments.

Because of the low rates currently, the City is anticipating the use of interest bearing or money market accounts but may later consider a daily sweep of main accounts into a SEC registered money market fund, or indexed account proposed by bank. A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges will remain at the proposal price quoted on Attachment A for the duration of the contract period regardless of changes in service volumes during the period. Should new services be required



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during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate and approved by the City's Finance Director.



## OVERVIEW

The City's Finance Department handles all banking, treasury, and investment activities as well as accounts payable, receivables, payroll, and financial reporting functions. The Director of Finance is responsible for the department and reports to the Assistant City Manager. The City has multiple locations in which funds are received and from which funds may be deposited. Some departments function separately on a daily basis for deposits and banking activity, but, all are under the direction/control of the Finance Director. The Finance Department handles all reconciliation.

The City has 944 employees and the payroll is paid the 15<sup>th</sup> and last day of each month. 90% of City employees are paid by direct deposit. The City will be evaluating the use of pay cards for interested employees.

The City wants to automate banking services as much as possible for efficiency and cost effectiveness. This proposal should address automation of services where possible and cost effective.

The City currently maintains nine bank accounts. The description and average balances on these accounts are outlined below based on historical rates:

Title	Avg Mo Collected	Description
Operating Account	\$ 4,000,000	Money market account - Master account
Payroll Account	\$ 950,000	Money market - clearing account
Employee Benefits	\$ 7,000	Money market account – clearing use
ACH	\$ 6,200	Money Market account – clearing use
Ambulance Lockbox	\$ 190,000	Money market account - (deposits only)
SA Development Corp	\$ 2,000	
SA Development Ballot	\$ 50,000	
Money Market	\$ 41,500,000	
Sec 108 Loan	\$ 160	Interest Bearing

The Ambulance account is a bank maintained manual lockbox for ambulance payments coming through the mail to a post office box. The current box picks up the payments daily, processes those payments and wires the funds daily to the ambulance provider in San Antonio.

**Under the proposed contract when rates increase, if a sweep is implemented the Operating account would be the master account and the current money market accounts would be established as subsidiary ZBA accounts.**

Regardless of overall structure, most bank activity will occur in the Operating and Payroll Accounts. All accounts may receive some limited deposits but not on a daily basis. Wires and securities transactions occur in the Operating and Payroll Accounts. The ACH and benefits accounts are funded by transfer from the Operating Account. Positive pay will be required in all disbursement accounts. Currently no reconciliation services are used.

- Approximately \$3.7 million is processed in payables monthly with a weekly cycle.
- The City has a \$ 2.5 million a month total payroll.
- Payroll is paid on a biweekly basis (15<sup>th</sup> and 31<sup>st</sup>).



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Deposits are prepared by City Departments and couriered to the bank by City Marshalls for an average of four large separate deposits per day. The Finance Department handles all reconciliation on the accounts and only one set of statements will be required.

The City currently does not sweep balances because of low rates. Under the anticipated contract the City anticipates that it will maintain the current number of accounts but switch to an automated sweep at some point in time if rates rise. The City may continue to utilize money market accounts dependent upon interest rate opportunities and will decide on the use of the account as interest rates and conditions vary. All balance decisions will be made by the City.

Any or all City funds may be maintained and invested by the City outside this contract. The City will be under no obligation to maintain funds in the bank except under a compensating balance situation. The City will not use the depository institution as a brokerage alternative in order to assure complete separation on delivery versus payment delivery requirements.

Primary responsibility for administration of the banking services agreement resides with the Finance Director who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP. The Director will also be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of City personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the City with a similar list of authorized personnel.



## **FINANCIAL INSTITUTION QUALIFICATIONS**

***To be considered the proposal must include a response to each question in this Section***

To be qualified, the Respondent must be a federally or State of Texas chartered depository institution headquartered, or with branch facilities physically located, in the City of San Angelo. The Respondent must also qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code.

### **1. Creditworthiness**

In order to fulfill the City's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide the following in response to this question.

- a. Provide an audited annual financial statement (or link) for the most recent fiscal period. The bank will be required to submit an annual audited statement to the City each year of the contract period, as soon as it is available. Confirm agreement to this requirement.
- b. Provide certification of the bank's Community Reinvestment Act (CRA) rating by its rating agency. The bank will be required to notify the City of any change in this rating during the contract period, as soon as it is publicly available. Confirm agreement to this requirement.
- c. Provide the bank's current senior and subordinate credit ratings from two independent rating agencies. If not rated submit the latest bank rating agency rating such as Highline or Veribanc. The bank will be contractually liable for notifying the City within thirty (30) days of any change in any of these ratings during the contract period. Confirm agreement to this requirement.
- d. Does the Respondent qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code?

### **2. Customer Service**

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through the following responses.

- a. Describe the bank's philosophy of customer service. How will the bank satisfy the City's customer service needs?
- b. How many individuals does the bank have in the local bank? How will the bank provide the City with relationship support for its services?
- c. What services are provided at the holding company level? What at the local level?
- d. How will local service and overall contract performance be monitored at the holding company level?
- e. How does the bank intend to support the new and ongoing automation needs of the City? How will this impact the City now and throughout the contract period, if at all?
- f. Are there any new services planned which may impact the City? When are these planned to be available?



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- g. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
- h. How is the bank prepared for disaster situations affecting service delivery? What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions? Will the bank have resources available to print checks on the City's behalf in case of emergency?
- i. The City requires the right to use a third party auditor to review the City's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.
- j. The Depository will be required to review the City's Investment Policy and certify to that review in accordance with Texas Local Government Code 2256. Confirm agreement with this requirement.

### **3. References.**

List references from three comparable Texas governmental clients. For each reference, include the length of time under contract, a client contact, title, email and telephone number.

### **4. Master Depository Agreement and Service Agreements**

The City is providing a Master Depository Agreement as the umbrella policy for the relationship. The RFP, the response and all service agreements will be made a part of and subsidiary to the Master. The proposer must review the Master and state any exceptions. Also provide a copy of all service agreements which will be required to be executed under the contract for services rendered. Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the City.

- a. Proposer should state any exceptions or changes to the Master Agreement shown in Attachment C.

### **5. Implementation timeline.**

The contract period will commence October 1, 2015. The City recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date and that all services should be available by that date. Collateral should be in place two days before any funds are transferred.

- a. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.
- b. Provide a separate timeline for implementation of merchant services. The timeline must reflect the time and responsibility assigned for services to be in place or the end date of when such services will be in place and available to the City.

Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, shall result in the City having the right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies the City may have for damages or other relief under law.



## **REQUIRED BANKING SERVICES**

*The Required Services describe minimum requirements, and any Respondent refusing or failing to provide such minimal services will not be considered for selection as the Depository.*

### **1. Consolidated Account Structure with Sweep Mechanism**

The City does not currently utilize sweeps. All accounts are interest bearing and traditionally fees have been paid through a combination of compensating balances and fees. A listing of the current accounts and services in use is found in Section V. Under this contract, the City will require the option to pay for services on a fee or compensating balance basis dependent upon the rate environment. The City wants all its bank funds to be continuously earning at the best, then-current interest liquid rates.

An automated, daily sweep to a money market mutual fund (or bank alternative, if applicable and competitive) should be proposed in order to reach full investment goals and to minimize collateral requirements. The City recognizes that money market funds are not currently an option with the low market rates but wants that option should rates rise during the contract period. As a sweep vehicle, a AAA-rated, SEC registered money market fund striving for the \$1 NAV should be used. Neither a repurchase agreement nor an off-shore account of any type is acceptable as a sweep investment vehicle. Other alternatives available, especially during this low interest period, should be discussed.

- a. Describe the bank's ability to provide a ZBA-Master structure and indicate whether the individual accounts would be swept first to a master account or be swept directly from individual accounts. Indicate your most cost beneficial structure. Include classifications of accounts (ZBA or other) to be used in the structure.
- b. Describe your alternatives to the sweep during this low interest rate environment. Describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure.
- c. On interest bearing and money market accounts detail any rate basis. Is a rate floor or rate cap being proposed?
- d. Will interest from the sweeps be applied at the account level if the sweep is from the individual accounts?
- e. Provide the prospectus for the designated sweep fund.
- f. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe the collateral provisions for funds held overnight.
- g. The City may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.
- h. Will the bank assess the FDIC charge on the account analysis? At what rate currently?





## **2. Automated Cash Management Information Access**

The City requires web-based, automated cash management services and daily balance reporting (current and prior day) for balance information, downloads, and transactions. It expects a high degree of automation within all service areas. Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items also is preferred. Preferably statements and account analyses will be available in electronic form.

The City requires timely access to downloadable information for download to the City's accounting software for reconciliation of all accounts.

- a. Fully describe the bank's on-line service capabilities and systems, with examples. List system's online capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).
- b. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images.
- c. Can customized reports draw across reporting modules and activities? Describe and detail cross functionality features.
- d. Detail the availability of reports and transactions on prior day and current day detail and summary reporting. When is prior day information available? Is intra-day information real-time or delayed? Specify.
- e. Define all history retention features available.
- f. Describe the security protocol for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
- g. What are the hours of available technical support? Where is the technical support located? How is support provided?
- h. Submit a link or samples of major screens and reports available.

## **3. Standard Collection and Deposit Services**

Twenty-four hour deposit capability is required to accommodate City department activities. A number of geographically separate City departments are responsible for their own deposits and these are made on a daily basis. Deposits include checks, coin, and currency. (Credit card documents are not included in the deposits.) The City acts as its own lockbox for utility payments which could change if the image lockbox optional service is implemented.

Currently checks are processed at a branch and coin/currency is delivered to the vault for processing. All check deposits are batched with tapes attached. Coin/currency is not rolled/strapped. The City does not encode checks. The City currently uses credit cards for utility payments, recreation events, coliseum events, and civic events. The merchant services provider is ETS.

All deposits received by the bank's established deadline must be processed same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability



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schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the City at the then-current Fed Funds rate.

The City does not now utilize representment of checks through ACH (RCK) but may consider its use during the contract period. Checks are currently represented automatically one time.

- a. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) vault?
- b. What deposits if any must be made to a vault? Where is that vault located? Describe the process if the vault is not located in City limits.
- c. Does the bank provide for location tracking on deposits? Describe.
- d. What deposit items are imaged and how long are they maintained online?
- e. Is deposit reconciliation available? Describe the process and options.
- f. Does the bank require or prefer strapping and rolling? What are the cost options/benefits/requirements for separating cash and checks? Coin and check?
- g. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
- h. When are credit/debit advices sent to the City from the deposit locations? Are these advices sent electronically? What delivery options are available? Are images provided with each advice?
- i. Does the bank have any program to actively assist the City in collection through ACH for vendors or ongoing repetitive citizen payments?
- j. Does the bank provide any online portal services for payment of City bills which could be added to the City website to facilitate credit card payments for various activities? (See also merchant services below.)
- k. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
- l. How and when does notification of return items take place? List the elements reported (date, status of return, reference number, account numbers and routing number, amount, etc.).
- m. What type deposit bags are used or required? Are these available from the bank?
- n. If provisional credit is given on deposit before verification, when does verification occur?
- o. How much advance notice is required on coin and currency orders at the bank or vault? Can orders be placed on line? Is there any minimum purchase requirement? What is the turn-around time on orders?
- p. Include a list of all the bank's deposit locations within the City's limits.
- q. Does the proposer have any e-receivables programs?



- r. Price and report the total fees which would apply to the following sample deposit outlined below. (This does not reflect a normal City deposit and is used for cost comparison purposes only.)

**SAMPLE DEPOSIT:**

The sample deposit would be made (a) in four (4) tamper-proof deposit bags, (b) with strapped where possible as shown below, (c) with coins that are not rolled, (d) with tapes attached to bundled but not endorsed checks. The breakdown on the deposit is:

Currency			
Denom.	# Straps	Loose \$	Total \$
\$100	5	\$ 300	\$ 20,300
\$ 50	6	\$ 600	\$ 15,600
\$ 20	4	\$ 340	\$ 4,340
\$ 10	9	\$ 70	\$ 4,570
\$ 5	22	\$ 175	\$ 5,675
\$ 1	50	\$ 14	\$ 2,514
			\$ 52,999
Coins			
\$ .25		\$ 427	
\$ .10		\$ 114	
\$ .05		\$ 10	
\$ .01		\$ 2	\$ 553
Checks	280 checks	\$140,252	<u>\$ 140,242</u>
Total Deposit			\$ 193,794

**Remote Electronic Check Acceptance and Conversion**

The City currently uses remote deposit and is interested in evaluating remote check acceptance, through back-office conversion, for deposit of both consumer and commercial checks at one City Hall location initially and possibly adding other remote locations during the contract period.

- Describe the bank's process and capabilities for remote capture. A web-based system is required.
- Does the bank provide remote deposit processing currently? Give three references for comparable entities including a contact name and number.
- What is the final cut-off time on remote deposit?
- Are there any limitations on batch size or number of transmissions per day?
- What options does the City have in scanners for use with the process in various volume locations? Is this equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).



#### **4. Standard Disbursing Services**

Standard disbursing capability for all accounts is required. Payment of all City checks without charge upon presentation especially for City employees is required. The City prefers positive pay services with payee name verification.

The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently, 90% of the average 944 employees use direct deposit. Manual payroll checks are also written. Currently pay cards are not used but are discussed as an optional service later in this RFP.

- a. When is daily check clearing information available online?
- b. How long are transaction details maintained online?
- c. Does the bank image City checks?
- d. The City requires that the bank shall cash free of charge all on-us checks for City employees which are not account-holders with the bank. Confirm agreement with this condition.
- e. Describe any payment consolidation or e-payables services available.
- f. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.

#### **5. Positive Pay**

Positive pay is required on all check writing accounts with payee verification. Currently positive pay is used on 1 account. The City requires complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Transmissions will be made as part of each check run and manual check information must be able to be input online.

The City may combine positive pay services with partial reconciliation services. Currently no accounts use any reconciliation services.

- a. Describe data transmission file and timing requirements for check registers. Are transmission charged by file and by detail item?
- b. Is positive pay input for manual checks available on-line? Describe fully.
- c. Is exception reporting and handling managed totally online? How and when is the City notified of positive pay exceptions? (Email, alerts, messages?)
- d. At what specific time is positive pay exception information reported to the City?
- e. At what specific time is the response required for City exception elections?
- f. Describe your payee verification process.
- g. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?



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- h. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what is the liability protocol on OTC transactions?
- i. What are the available default dispositions for payment or return? (pay, hold, do not pay)

#### **6. Wires and Internal Transfer Services**

The City currently uses wires and has approximately 40 outgoing wires each month. Most outgoing wires are repetitive and input online.

Incoming wire transfers must receive same day credit. Wire initiation and release should be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Can all wire transactions be initiated and monitored on-line?
- b. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?
- c. What level of authorization/release do repetitive or non-repetitive wires require?
- d. Is future dating of wires and transfers available? How far in advance?
- e. State the wire cut-off time.
- f. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
- g. Can internal account transfers be processed totally on-line? Book debits/credits? Is there a fee for City internal transfers?

#### **7. Account Reconciliation**

The City currently does not use reconciliation services.

- a. Describe your partial reconciliation services.
- b. Is the bank currently able to send transactions which can post directly to the City's ledger system (\_\_\_\_\_)?
- c. When are reconciliation reports available? How long are they maintained online? Are they downloadable? Do they contain images of checks?
- d. Provide samples of reconciliation reports.



## **8. Optical Imaging**

To reduce paper handling and storage, the City is focused on imaging of documents and reports.

- a. Describe the bank's optical imaging process. What items are captured (checks, statements, deposit slips, deposited items, etc.) and how long are they maintained for access.
- b. Are all images downloadable?
- c. Is a monthly CD provided? When? What is on the CD?

## **9. ACH Services**

ACH service is currently used for payroll direct deposit and some vendor payments. The City uses ACH for pool and paying agent transactions currently. The City also uses a direct debit for approximately 2,300 utility payments per month. The water utility bills on a weekly cycle. ACH is not heavily used for vendor payments but the City plans to expand this use.

The City requires pre-notification and filters/blocks on all accounts.

- a. Is online ACH service available for individual transactions as well as by transmission for batched files?
- b. Can individual ACH transactions be input online? Describe.
- c. What is the policy and process for handling of ACH returned items?
- d. What specific filters and blocks are available on the accounts?
- e. What policy and process is used for file and item reversals and deletions?
- f. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements?
- g. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
- h. Will the City incur a transmission and/or file processing fees for on-line individual ACH transactions?
- i. Is the City debited when a file is transmitted or when credits are settled?

## **10. Safekeeping Services**

All City investments will be made by the City or its investment advisor and instructions for safekeeping will be given to the bank by an authorized individual in writing. The bank will be required to provide book-entry safekeeping services through the bank or a correspondent. Correspondent processing is not preferable.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented. All interest payments and maturities shall be given immediate credit.



The City anticipates an average of between twenty and thirty book-entry securities in FRB or DTC safekeeping at any time. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the City within one business day.

The bank's brokerage services will not be used for investment purchases in order to perfect DVP. Certificates of deposit may be purchased from the bank but these will be on a competitive basis.

- a. Is online initiation and monitoring available for securities? Describe.
- b. Describe bank safekeeping arrangements proposed. Identify any correspondent bank used for custody. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional City actions required.
- c. Are safekeeping fees hard- charged or charged through the account analysis?
- d. The City desires call and maturity notification. Can this be provided?
- e. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?
- f. What time are delivery instructions required? Is there a fee charged for late instructions.

#### **11. Collateral Requirements**

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the City falls under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements. If funds are, for any reason, not swept all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Treasury, and
- Obligations of the U.S. Agencies and Instrumentalities FHLB, FNMA, and FHLMC, including letters of credit, but to exclude subordinated debentures and mortgage backed securities.

All securities pledged to the City will be held by a City approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. Preferably the custodian would provide market values on the securities. The custodian is required to provide a monthly report directly to the City on the collateral pledged.

The collateral agreement (or depository agreement detailing collateral requirements) shall be executed under the terms of FIRREA by the bank, the City, and the custodian and approved by resolution of the bank's Board or Loan Committee. If the Federal Reserve is used as custodian the Circular 7 Pledge Agreement will be executed.

If collateral pooling is offered by the depository, the City reserves the right to make a full evaluation of the pooled collateral program offered.

The following conditions must be met.

- Collateral must be held in an independent third party bank approved by the City outside the bank's holding company.



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- Initial collateral will be provided for the City two days prior to deposit of funds in accordance with State law.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian and the City will receive a report of collateral pledged including description, par, market value, and cusip monthly directly from the custodian.
- Substitution rights will be granted if the bank/custodian obtains the City's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
- Collateral value will be maintained during substitution at 102% or above.
- The bank shall execute a tri-party safekeeping agreement with the City and the custodian for custody of pledged securities in full compliance with FIRREA. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.

- a. Confirm agreement to the collateral conditions stated above or note any exceptions.

**12. Account Analysis**

A monthly account analysis report shall be provided for each account and on a consolidated account basis.

- a. Provide a sample account analysis.
- b. State how and when the analysis will be available each month.
- c. Is the analysis provided online? How long is the analysis maintained on-line?
- d. Is the analysis also imaged on the monthly CD-ROM, if applicable?

**13. Monthly Statements**

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

- a. Provide a sample statement.
- b. When and how are statements available? Are statement provided in both paper and electronic formats?
- c. When is the statement available online? How long are statements maintained online?





**14. Account Executive**

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters at a minimum.

- a. Provide the outline for the client support structure to be provided the City by the bank. What level of support is provided by the local representative?
- b. Provide the name and title of the proposed account executives.
- c. How are daily operational difficulties to be handled?
- d. What kind of technical support is available after business hours and on weekends?

**15. Overdrafts**

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

- a. Are overdrafts calculated on a stand-alone account basis or an aggregate of all accounts?

**16. Stop Payments**

The City currently averages eight (8) stop pays and 24 renewals a month and requires a minimum of six months for the stop pay period. Currently the City has automatic renewals in place for all stop pays. An automated input process is required.

- a. Are all stop pays able to be entered and renewed online?
- b. How long do standard stop pays and renewals remain in effect? What time options are available?
- c. How is a stop pay renewal or cancellation accomplished?
- d. What is the deadline for same day action?
- e. Will the on-line system verify if the check was cleared before accepting the stop pay? How far back does it verify?



## OPTIONAL SERVICES

*The proposal must include a response to each question in this section and all fees associated with the two services must be shown on Attachment A. If the service is not available respond as "Not available".*

The City continually investigates new services for use and possible inclusion under its banking services contract. The following services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract.

The City will make its determination during the contract period as to whether a particular optional service will be used. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

### **1. Pay Cards – Stored Value Cards**

The City currently does not utilize stored value cards (as pay cards or for other uses) but will consider it during the contract period especially for payroll. Users must have the ability to use the cards at point-of-sale as a debit card and/or for cash withdrawals at financial institutions and ATMs.

The purchasing ability of the cards must be limited to the stored value of the card. The City is authorized to assess fees from the user for issuing the stored value cards. The City must provide an opportunity for card holders to access the total amount of their funds either through ATM withdrawals or counter presentation without incurring a fee at the bank's own facilities.

The City will be responsible for marketing the use of the program and has total discretion on the distribution of the cards. The banking institution is required to provide card holders with all processing and transaction information. Services expected from the bank would include at a minimum:

- embossing, encoding and distributing cards as directed by City
  - provision of electronic statements to cardholders via on-line web access
  - administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking
  - customer service functions
- a. Does the bank currently provide stored value cards or a comparable service? How long has this process been available?
  - b. How many end users are served by the service? Provide three public references.
  - c. Describe the enrollment process. Is enrollment online and does it provide for batched and individual item processing? Are there limitations on the batches?
  - d. What are the costs to the City associated with inactivity (dormancy) or liquidation of stored value amounts? To the end-user?
  - e. What triggers dormancy on the card?



- f. Describe your customer servicing. Is multi-lingual customer service staff available?
- g. Describe data transmission requirements and deadlines?
- h. Define all potential services charged to the card holder.

## **2. Image Lockbox**

The City currently uses a manual lockbox service through the bank for receipt and collection of ambulance service payments. A lockbox service would be used to collect payments and transmit daily files with detail for downloading to City customer files. The ambulance account currently processes 477 physical check payments mailed monthly with a 30 day billing cycle.

- a. Describe the lockbox service to be provided. Describe the work flow and processing of payments at your facilities.
- b. When and how is information available daily?
- c. Describe the potential implementation timeline.
- d. What level of technical assistance would be given to the City to implement the lockbox and design or redesign the remittance document?
- e. Where is the lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?
- f. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?
- g. Can the lockbox handle remittances paid by credit card?
- h. Describe the major components of your quality control checkpoints.
- i. Is image processing currently in place?
- j. Describe the fee structure.
- k. How are returned checks handled and what information does the City receive on that account information for posting to the City systems?
- l. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.
- m. Provide the names, contact names and telephone numbers of at least three comparable public lockbox clients.
- n. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?



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- o. Describe the data transmission process and provide all sample reports to be received. What transmission protocol is used? What options are available? Is there full MICR capture?
- p. What is the earliest transmission time that information is available online on the daily deposit(s)? Intra-day?
- q. Who is responsible for handling adjustments and error resolution? How?

**3. Check Printing**



## **SELECTION PROCESS**

### **1. Selection Committee**

All submittals shall be evaluated by a selection committee and those applicants selected for the short list may be invited to attend an interview, at the applicants own expense.

- A. The selection committee will consist of: representatives from various departments in the City.
- B. The City will choose the institution submitting the best, most responsive overall proposal to satisfy the City's needs.

### **2. Selection Criteria**

The following criteria will be used by the City as the weighting basis for evaluation of the proposals and the award recommendation. The City will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements will be combined for evaluation of the proposals. Award may not be made to the institution submitting the lowest price proposal.

- Ability to provide services and reports required.....40%
- Banking services costs and earnings potential.....40%
- Experience, references, and continuity of bank and bank officials.....10%
- Creditworthiness and stability of the bank.....10%

Award may not be made to the institution submitting the lowest price proposal. The City will choose the institution submitting the best, most responsive overall proposal to satisfy the City's needs.

### **3. Selection Process**

Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, but also your approach.

- A. City staff shall make a recommendation to City Council of the selection of the most qualified respondent to enter into contract negotiations with the City.
- B. The selected respondent shall enter into negotiations with the City for the services to be performed.
- C. If satisfactory negotiations cannot be concluded, the City reserves the right to negotiate with the next highest-ranking respondent.
- D. When services and fees are agreed upon, the selected respondent shall be offered a contract subject to City Council approval.
- E. Should negotiations be unsuccessful, the City may enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process may continue until an agreement is reached.
- F. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.



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## **SUBMISSION FORMS**

Please submit all City Submission Forms in the following order:

- ☐ Letter of Interest
- ☐ Addendum Acknowledgment Form
- ☐ Conflict of Interest Questionnaire
- ☐ Debarment and Suspension Form
- ☐ Contractor References
- ☐ Financial Institute Qualifications
- ☐ Required Banking Services
- ☐ Optional Services



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***No Bid Reply Form***

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

By providing us this information, we hope to tailor future our mailings to more applicable solicitations that match your product/service offerings.

===== # # =====

**PLEASE PRINT**

We wish to **Remain On ( )/Deleted From ( )** the list of bidders for the City of San Angelo.

**We hereby submit a "No Bid" because:**

- ( ) 1. We are not interested in selling through the bid process.
- ( ) 2. We are unable to prepare the bid form in time to meet the due date.
- ( ) 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) 4. We do not feel we can be competitive.
- ( ) 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ( ) 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) 7. We do not sell the items or provide the services requested.
- ( ) 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_  
Signed \_\_\_\_\_  
Date \_\_\_\_\_

*Thank you for your assistance!*



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**PLEASE RETURN ALL FORMS BEYOND  
THIS POINT WITH YOUR BID SUBMISSION**





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**Letter of Interest**

**RFP No: FIN-02-10/ Banking Services Depository Services**

**The proposal must be submitted in a sealed envelope or packet marked Proposal for Banking Services Depository Services". An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 120 days from the submission date, and give full contact information regarding the proposal.**

The undersigned firm submits the following information in response to Request for Proposal (as amended by Addenda), issued by the City of San Angelo, Texas ("City") for **Banking Services Depository Services**. This proposal includes:

- ☐ Addendum acknowledgement
- ☐ Completed Conflict of Interest form
- ☐ Completed Debarment and Suspension Certificate **(REQUIRED)**
- ☐ One (1) original and three (3) copies of proposal **(REQUIRED)** including:

Respondent is responsible for calling the City to determine if any addendums have been issued.

Respondent also understands that the City is not bound to select any proposals for the final pre-qualified list and may reject any RFP submittal that the City receives.

Respondent further understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the respondent, and that the RFP submittal materials will become the property of the City and will not be returned.

Respondent agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP and accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

The respondent certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State departments or agencies.

Any offer submitted because of this RFP shall be binding on the Respondent for 120 calendar days following the specified opening date. Any proposal for which the respondent specifies a shorter acceptance period may be rejected.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name: \_\_\_\_\_

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

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

**Authorized Signature:** \_\_\_\_\_

Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: *(Attach IRS Form W-9)* \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

**Addendum Acknowledgment**



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Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 Dated:	_____	Received:	_____
Addendum No. 2 Dated:	_____	Received:	_____
Addendum No. 3 Dated:	_____	Received:	_____

(Seal if Bidder is  
Corporation)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

*Note: Agents must provide evidence of authority to bind corporation.*

THIS FORM MUST BE RETURNED WITH THE PROPOSAL
--



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### **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo no later than the seventh (7<sup>th</sup>) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

**By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.**

Julia Antilley  
Purchasing Manager

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
P.O. Box 1751, San Angelo, Texas 76902  
Tel: (325) 657-4220

## **Local Government Officers**

### **LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 5/20/15)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

#### **City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1  
Marty Self, SMD 2  
Johnny Silvas, SMD 3 and Mayor Pro-Tempore  
Lucy Gonzales, SMD 4  
Elizabeth Grindstaff, SMD5  
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

#### **City of San Angelo Development Corporation officers are:**

Scott Tankersley, President  
John Edward Bariou, Jr. - First Vice President  
Tony Villarreal - Second Vice President  
Daniel Anderson - Director  
Richard Crisp - Director  
Tommy Hiebert - Director  
Juan Flores – Director

Executive Director: Roland Peña

### **Debarment and Suspension Certification**

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.
  - (I) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
    - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction

or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (II) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

*Note: Agents must provide evidence of authority to bind corporation.*

THIS FORM MUST BE RETURNED WITH THE BID

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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

**Contractor References**

List five (5) governments or companies, **other than City of San Angelo**, who can verify the quality of service your company provides. References should be of similar size and scope of work to this Bid. All references shall be for work completed in the last five (5) years.

**Reference One**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Reference Two**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Reference Three**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH THE PROPOSAL



**Reference Four**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Reference Five**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH THE PROPOSAL