



City of San Angelo

REQUEST FOR PROPOSALS

RFP FIN-03-20 • Finance Department
Banking Depository Services

SUBMITTAL DEADLINE: JULY 9, 2020 / 3:00 PM, LOCAL TIME

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903



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1. INVITATION

1.1 General

The City of San Angelo Finance Department ("City") requests proposals from qualified financial institutions to contract as the City's Banking Depository. For a proposal to be considered, the institution responding to this proposal ("Respondent") must be located within the City limits of the City of San Angelo and demonstrate the capacity to perform the services described in this Request for Proposals ("RFP").

1.2 Confidentiality

All submissions shall remain confidential. After award, submissions 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.

1.3 Pre-Proposal Conference

A pre-proposal conference will be conducted via Zoom Meetings on **June 25, 2020 at 2:00 P.M., Local Time**. Zoom Meeting details are available on the [Bid Information Page](#).

1.4 Document Availability

Proposal Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us/bids. To locate the documents on the website, go to:

Bid Information >RFP: FIN-03-20/Banking Depository Services

1.5 Digital Format

If proposal specifications are obtained in digital format to prepare a response, the response must be submitted in hard copy according to the instructions contained in this proposal package. If, in its response, respondents make any changes whatsoever to the published proposal specifications, the proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.6 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.7 Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued as an addendum and posted on the City's website. Only questions answered by formal addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.8 Required Response

The City requires a response to Request for Proposal (RFP) notifications sent to potential vendors. Should a company choose not to participate, then to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

1.9 Deadline and Delivery Location

Sealed RFP submittals must be received no later than **July 9, 2020, 3:00 PM, Local Time**. The clock at www.time.gov will serve as the official record of time. Proposals received after the bidding deadline, regardless of the mode of delivery, will not be considered.



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It is the sole responsibility of the Respondent to ensure that the sealed RFP submittal arrives in the Purchasing Office by the specified deadline, regardless of the method chosen by the firm for delivery.

Faxed or electronically submitted proposals will not be accepted.

1.10 Copies

Submit: One (1) unbound hard-copy original (binder clips are acceptable), five (5) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of entire submission including required RFP forms. **Please clearly indicate which is the original copy.**

1.11 Delivery Address

City of San Angelo
Purchasing Division, RFP: FIN-03-20
72 West College Avenue, Suite 310
San Angelo, Texas 76903

Mark Sealed Envelope: RFP: FIN-03-20/Banking Depository Service

1.12 Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents should **acknowledge any addenda and return the "Addenda Acknowledgement" form with their proposal package.** Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

1.13 Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified Respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

1.14 Acceptance of Proposal Content

Before submitting a proposal, each Respondent 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 Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

1.15 Equal Employment Opportunity

Respondents are required to ensure that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

1.16 Proposal Term

The proposal term is outlined in the attached "Draft Contract Cover."



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1.17 Points of Contact

Nolan Sosa, Manager

Purchasing Division

City of San Angelo

72 W. College Ave.

San Angelo, Texas 76903

sapurch@cosatx.us

(325) 657-4219

Tina Dierschke, Director

Finance Department

City of San Angelo

72 W. College Ave.

San Angelo, Texas 76903



2. INSTRUCTIONS TO RESPONDENTS

2.1 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation (RFP) will be in the form of written addenda.

2.2 Examinations of RFP Documents

Respondents are expected to examine all specifications, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.3 Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

2.4 Authorized Signature

Proposals must show vendor name, address, and be manually signed. The originals must include manual signatures. The person signing the proposal must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

2.5 Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.6 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials, City staff, or contracted agents of the City regarding the RFP from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City officials/employees/agents from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration and from opportunities to bid on future projects.

Exceptions to the Restrictions on Communication with City employees include:

- A. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity.
- B. Casual social contacts that do not include mention of the RFP.
- C. Respondents may submit written questions concerning this RFP to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered. Submission of questions to any other party prior to award may result in the disqualification of a respondent from bidding on this project as well as future projects for the City.

It is required that all questions be sent by email to sapurch@cosatx.us. **Please ensure the RFP Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at <https://www.cosatx.us>. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding.

- A. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions, and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests.



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- B. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process must submit a written request no later than five (5) calendar days from the date the letter was sent. Failure to submit a letter in writing to the Purchasing office prior to the end of the fifth day shall be at the risk of the respondent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

2.7 Disqualification

The respondent may be disqualified for any of the following reasons:

- C. The respondent is involved in any litigation against the City of San Angelo.
- D. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City.
- E. The response is deemed non-conformant/non-responsive to the criteria/instructions highlighted herein.
- F. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency.
- G. The proposal is not received by the proposal submittal deadline; or,
- H. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

2.8 Reservations

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure.
- B. Extend the proposal closing time and date.
- C. Reissue a bid invitation or RFP.
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified unless the vendor specifies otherwise.

2.9 Acceptance

Acceptance of respondent's qualifications will be in the form of a letter of engagement and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.10 Order Placement

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without the express authorization of a Procurement Official shall be at the risk of the vendor.

2.11 Invoices and Payment

Contractor will submit an account analysis monthly for all services rendered pursuant to this Request for Proposals. The account analysis will be addressed to the designated City Point of Contact.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.



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2.12 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.13 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.14 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.15 Assignment – Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.16 Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.17 Modifications

This contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.

2.18 Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.19 Applicable Law

This agreement is subject to all applicable federal and state laws, statutes, codes, rules and regulations and all local ordinances, rules, and regulations. This agreement is also subject to the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.20 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.



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2.21 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.22 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

2.23 Conflict of Interest

Vendor agrees to comply with the conflict of interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.24 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016.



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Filing Process:

On January 1, 2016, the ethics commission made available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. **The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.**

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

2.25 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.26 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with all solicitation and contract documents. The failure or neglect of a vendor to receive or examine any of the solicitation or contract documents shall in no way relieve them from any obligations with respect to their submission or to any resulting contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.27 Legal Venue

Tom Green County, Texas

2.28 Funds - Price

Following negotiations, the vendor will establish a price agreement with the City. The work will be selected based on availability of funds.

2.29 Proposal Term

The base term of this Agreement will be for three (3) years effective from the award date by the City Council.

The City shall have two (2) one (1) year options to extend the term hereof, subject to the availability and appropriation of funds. The term of this Agreement will renew automatically unless either party provides notice in writing at least ninety (90) days prior to the expiration of each term.



3. GENERAL NOTES

3.1 Local Presence

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

3.2 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 thirty (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 current low rates, the City is anticipating the use of interest bearing or money market accounts or a daily sweep into a AAA-rated SEC registered money market fund which strives to maintain a \$1 NAV. 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 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 an authorized City Representative.

3.3 Background

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 oversight of daily financial activities. The City has multiple locations in which funds are received and from which funds may be deposited. Some departments function separately daily for deposits and banking activity, but all are under the direction of the Finance Director. The Finance Department handles all reconciliation.

The City has 944 employees and the payroll is paid the 15th and last day of each month. Ninety percent (90%) of City employees are paid by direct deposit.

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	Average Month (Collected)	Description
Operating Account	\$10,000,000	Interest Bearing – Master Account
Payroll Account	\$250,000	Interest Bearing – Clearing Account
Employee Benefits	\$7,000	Interest Bearing – Clearing Use
ACH	\$6,200	Interest Bearing – Clearing Use
Ambulance Lockbox	\$200,000	Interest Bearing – Deposits Only
Money Market	\$50,000,000	Interest Bearing
SA Development Corporation	\$20,000	Interest Bearing
SA Development Ballot	\$5,000	Interest Bearing
SA Development Money Market	\$9,000,000	Interest Bearing



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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 daily. 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 or payee match will be required in all disbursement accounts. Currently no reconciliation services are used.

- Approximately \$4.9 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 (15th and last day of the month).

Deposits are prepared by City Departments and couriered to the bank by City Marshals 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. 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 dependent on rate decisions. 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 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. The bank will also immediately notify the City in writing of any changes in the list of authorized personnel.



4. SCOPE OF SERVICES REQUESTED

FINANCIAL INSTITUTION QUALIFICATIONS

To be qualified, the Respondent must be a Federally or State of Texas Chartered Depository Institution. Qualified Respondents must be headquartered (or have branch facilities physically located) in the City of San Angelo, Texas. The Respondent must also qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code.

4.1 Creditworthiness

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 a link to an audited annual financial statement for the most recent published 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 the latest 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 so rated submit the latest bank rating from a recognized rating agency. 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?

4.2 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. How will the bank satisfy the City's customer service needs?
- B. How will the bank provide the City with relationship support for its services?
- C. Is there a formal process for escalation of problems/issues that are unresolved? How will local service and overall contract performance be monitored at the holding company level?
- D. 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?
- E. Are there any new services planned which may impact the City? When are these planned to be available?
- F. Is the bank offering any transition or retention incentives? *Describe fully and quantify completely.*
- G. 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?



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- H. 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.*
- I. The Depository will be required to review the City's Investment Policy and certify to that review. *Confirm agreement with this requirement.*

4.3 References

Using the **References** form provided in the **Required Submission Forms**, respondents shall list references from at least three current comparable Texas governmental clients. For each reference, include the Government Name, Location, Contact Person (and Title), Telephone Number, Scope of Work, and Contract Period.

4.4 Master Depository Agreement and Service Agreements

The City is providing a *draft* Master Depository Agreement as the primary policy for the relationship between the City and the Provider. The Request for Proposals, Provider's response to the Request for Proposals, and all service agreements will be made a part of (and shall be subsidiary to) the Master Depository Agreement. The Provider must review the Master Depository Agreement and request any exceptions in writing as a redline to the *draft* Agreement.

Providers must provide a copy of all service agreements which will be required to be executed under the contract for services rendered, subject to the final approval of the City. Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the City.

- A. Provider should state any exceptions or changes to the *draft* Master Depository Agreement shown in **Attachment C**.

4.5 Implementation Timeline

The contract period will commence on **October 1, 2020**. 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. In accordance with State Depository law, 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 the 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. The exercise 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. Any respondent refusing (or failing) to provide such minimal services will not be considered for selection. Additional available services should be detailed in the appropriate general service sections.

4.6 Consolidated Account Structure with Sweep Mechanism

The City does not currently utilize sweeps. A listing of the current accounts and services in use is found in the **General Notes** section. 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 rates.

An automated, daily sweep to a money market mutual fund (or bank alternative, if applicable and competitive) should be proposed to reach full investment goals and to minimize collateral requirements and balance-based fees. 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 must be used. Neither a repurchase agreement nor an offshore account of any type is acceptable as a sweep investment vehicle. Other alternatives available, especially during this low interest period, should be discussed.

- A. Fully describe the bank's proposed account structure
- B. Describe the bank's ability to provide a ZBA-Master structure. If the bank is proposing an alternative to a sweep, please fully detail and describe.
- C. Describe how sweep activity will be reported on a monthly report or daily.
- D. If an SEC registered money market fund is to be utilized for the sweep proposal, provide the full name and identifying CUSIP of the fund along with a copy of the prospectus.
- E. Does the bank intend to charge a balance-based fee? If so, at what level?
- F. Do interest bearing accounts earn at a bank managed rate or is the rate indexed? Provide the proposed computation basis for interest bearing and money market accounts if rates are directly set on an index.
- G. Is the sweep processed end of day? If not, describe the omnibus account or collateral provisions for funds held overnight in the bank.
- H. 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.
- I. Indicate in the following table the bank's rate average for the past 12 months and currently.

Type Account	12 Mo. Average	Current Rate
ECR	%	%
Interest bearing accounts	%	%
Money market accounts	%	%
Sweep	%	%



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4.7 Automated Cash Management Information Access

The City requires a single portal, web-based, automated cash management services with current and prior day reporting for balance and transactions. The City expects a high degree of automation within all service areas. Imaging of all checks deposit slips and deposit items is required. Statements and account analyses must 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 the system's online functions/capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).
- B. Provide a link to the system and any necessary passwords for review by the City.
- C. Describe search capabilities on historical transactions and reports as well as the ability to retrieve and download historical images.
- D. Does the bank support mobile banking? Describe the functions available as well as the security provided on transactions.
- E. State the access and update times for previous day and intra-day balance information.
- F. Which entity controls the security and access functions for the online services?
- G. Are all items imaged? Define types and note the online retention periods for each.
- H. Are event messages or alerts available? How are alerts sent? Are alerts emailed or must the individual be online to receive notification?
- I. What events automatically generate an alert?
- J. Are all reports and statements downloadable? In what format?
- K. 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?
- L. Define all history retention features available.
- M. What are the hours of available technical support? Where is the technical support located? How is support provided?

4.8 Standard Collection and Deposit Services

Twenty-four-hour deposit capability is required to accommodate City department activities. Several geographically separate City departments are responsible for their own deposits and these are made daily. 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 utilizing imaging technology (See the **Optional Services** Section).

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.



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All deposits received by the bank's established deadline must be processed for same collected or ledger credit as applicable. Immediate verification is not required except OTC. 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 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 automatically represented 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. If vault deposits are required over certain stated amounts where is that vault located? What is the deadline for vault deposits?
- C. Does the bank provide for deposit location tracking? Describe the format used.
- D. Does the bank image all check, deposit slips, and deposit items? When and how are these images made available? How long are they available 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 and how are credit/debit advices sent to the City? Are images provided with each advice?
- I. Does the bank have any program to actively assist the City is 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?
- L. How and when does notification of return items take place? List the elements reported.
- 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 at the vault? Are orders placed online? 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. Describe the bank's e-receivables programs, if available?
- R. Price and report the total fees which would apply to the following sample deposit outlined below at the branch \$_____ or at the vault \$_____



4.9 Remote Deposit

The City currently uses remote deposit at the City Hall Annex for processing Utility Customer payments utilizing digital imaging equipment provided by the bank. The City also utilizes remote deposit for Ambulance Payments.

- A. What are the bank's current capabilities for remote capture? What scanner equipment is required? Is scanner equipment available through the bank? Describe.
- B. What is the final cut-off time on remote deposit?
- C. Provide a copy of the onsite report generated.
- D. How is the activity reported on the bank's reports and online?

4.10 NSF Checks Received

Currently, NSF checks paid to the City are automatically re-deposited twice for collection. Complete information must be provided on all NSF returned items including name and reason for return.

The City wants the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- A. Describe the bank's current NSF process. Are checks automatically re-deposited? How many times?
- B. How and when is the City to be notified of return items?
- C. Is the bank capable of processing the second presentment as an ACH with a targeted presentment date (i.e. RCK)? Describe in full.
- D. Under RCK or standard processing, how can the NSF and settlement later matched/reconciled most easily? Does the bank system cross reference the two transactions in any way?
- E. Is the NSF information or image available on-line? When and how? How long is it available online?

4.11 Disbursing Services

Standard disbursing capability for all accounts is required to include payment of all City non-account holder employee checks without charge upon presentation is required. The City requires positive pay services and prefers payee match.

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.

- A. Are all checks imaged and available online? When and how long?
- B. The City requires that the bank shall cash free of charge all City checks for non-account holder City employees. *Confirm agreement with this condition.*
- C. Describe any payment consolidation or e-payables services available.



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4.12 Positive Pay and Reconciliation Services

Positive pay is required on all check writing accounts with payee match preferable. Currently positive pay with payee match is used on one (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.

- A. Can the bank provide positive pay on all disbursement accounts? Provide payee match?
- B. Is check input for positive pay available on-line? Describe the online input process and requirements for individual, manually written checks.
- C. Describe the data transmission/transfer requirements.
- D. How is the City notified of positive pay exceptions?
- E. At what specific time is positive pay exception information reported to the City?
- F. At what specific time is the response required for City exception elections?
- G. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?
- 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. Describe your partial and full reconciliation processes and reporting.
- J. How much flexibility is there for the bank's systems to interface with the City's in-house system? Does the bank have other public entities using this system?

4.13 Funds Transfer and Wires Services

The City currently uses wires and has approximately forty (40) outgoing wires each month. Most outgoing wires are repetitive and are inputted 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. Is wire initiation and monitoring available on-line?
- B. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?
- C. How and when is the bank notified of incoming wires?
- D. Describe security provisions for wire initiation. What security levels are available on initiation and release. Is dual control required?
- E. Is future dating of wires and transfers available? How far in advance?
- F. Are inter-account transfers completed online? Is there a fee for inter-account transfers?
- G. State the wire cut-off time.



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- H. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.

4.14 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. Describe the batch transmission requirements for ACH transactions. Is online ACH service available for individual transactions?
- B. Can individual ACH transactions be input online? Describe.
- C. Are same day, one-day, and two-day transactions available?
- D. Is ACH positive pay available?
- E. What is the policy and process for handling of ACH returned items?
- F. What specific filters and blocks are available on the accounts?
- G. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements?
- H. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
- I. Is the City debited when a file is transmitted or when credits are settled?

4.15 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, its agencies and instrumentalities including MBS and CMO which pass the *bank test*. *General debt obligations of any US State or its subdivisions*.
- *FHLB Letters of Credit*

Preference will be given to pledged 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 should be the party providing 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 and approved by resolution of the Bank's Board or Bank Loan Committee. If the Federal Reserve is used as custodian, the Circular 7 Pledge Agreement will be executed.

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.
- Initial collateral will be provided for the City two days prior to deposit of funds in accordance with State law.



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- 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 Committee on Uniform Securities Identification Procedures (CUSIP) information 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. State the bank's acceptance of the collateral conditions above. Note any exceptions or changes desired.
- B. Does the bank propose any collateral charges, if so under what conditions are they charged and how is the charge applied?
- C. What institution will serve as the custodian for pledged collateral?
- D. Does the custodian provide online inquiry for the City?
- E. Does the custodian provide daily mark-to-market pricing? How often does the bank monitor collateral levels?
- F. What entity will provide the monthly collateral report?

4.16 Safekeeping Services

The bank will be required to provide book-entry safekeeping services for securities owned by the City. All City investments will be made by the City, or its investment adviser, and instructions for clearing and safekeeping will be transmitted on a trade ticket to the bank in writing.

Custody must be in the bank and not a brokerage subsidiary of the bank. All securities must be cleared on a **delivery versus payment** (DVP) basis and ownership documented by original clearing confirmations and safe-keeping receipts provided within one business day of the transaction. Funds for investments will be drawn from a designated DDA account. All coupon payments and maturities must receive automated same day collected credit on the designated account.

If the bank is not a member of the Federal Reserve and utilizes a correspondent bank for safekeeping of City securities, the transactions will be handled through the depository bank's systems and shall not require additional interaction by the City with the correspondent bank. No delay in transactions, wires, or flow of funds will be acceptable under a correspondent relationship.

The City anticipates an average of 20 securities in FRB and/or DTC safekeeping at any one time all from third party transactions.

All fees for clearing and safekeeping must be stipulated on **Attachment A**.

- A. Is the bank offering safekeeping services?
- B. Is trade input required or able to be input online? Describe fully. Is it required?



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- C. Is the bank a member of the Federal Reserve and DTC? If not, name the correspondent bank to be used for clearing and safekeeping.
- D. Describe any safekeeping arrangement proposed with a correspondent bank including processing requirements by the City. No delays or additional transactions are acceptable.
- E. What is the deadline for settlement instructions? Is there any charge incurred for late instructions?
- F. Will safekeeping fees be charged on the analysis or hard charged?

The City may choose to purchase time deposits from the bank, but all-time deposits will be competitively bid at the time of purchase.

4.17 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 when the analysis will be available each month online.
- C. How long is the analysis maintained on-line?

4.18 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 made available? Are statements able to be downloaded?
- C. How long is the statement available online?

4.19 Account Executive

To ensure 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 quarterly on banking matters at a minimum.

- A. Provide the name and title of the two primary proposed account executives. Note – Provider shall notify the City in writing immediately upon a change in the name or title of the City Account Executive or their backup. *Confirm agreement with this condition.*

4.20 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?
- B. The City prefers that no fees or penalties be assessed in the event of a net aggregate daylight or overnight overdraft. *Confirm agreement with this condition.*



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4.21 Stop Payments

The City currently averages eight (8) stop pays and twenty-four (24) renewals a month and requires a minimum of six (6) 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. How are stop pays initiated? How are they renewed?
- B. How long do standard stop pays and renewals remain in effect? What time options are available?
- C. How is a stop pay void or cancellation accomplished?
- D. What is the deadline for same day action?
- E. Is information on current, pending and expiring stop pays available online?
- F. Will the on-line system verify if the check was cleared before accepting the stop pay? How far back does it verify? Are OTC transactions verified against the file?

4.22 Alternative Services Offered

If the bank has any other alternative or supplemental services which may offer enhanced value or be of interest to the City, they should be described in this section. The costs of such services should also be identified.



OPTIONAL SERVICES

The Proposal must include a response to each item in this section and all fees associated with the services must be identified on Attachment "A". If the service is not available, please respond with "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 an 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.

4.23 Image Lockbox

The City utilizes digital imaging technology provided by the bank to remote deposit ambulance service payments, including providing copies of checks to the third-party ambulance billing provider. The ambulance account currently processes 350 physical check payments mailed monthly with a 30-day billing cycle.

- A. Describe the lockbox service to be provided. Describe the workflow 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 be 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?

4.24 Check Printing

Please indicate your ability to provide Check Printing services. Please clearly describe your service offerings and include all applicable fee schedules. We currently contract with a vendor for check printing services.



5. RFP SUBMISSION FORMAT

Qualifications shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

To aid in the evaluation, all responses shall follow the same general format.

5.1 Cover Page

Show the subject, the name of your firm, address, telephone number(s), name of contact person, and date. Clearly indicate "RFP: FIN-03-20Banking Deposit Services" on this page.

5.2 Table of Contents

Include a clear identification of services by section and by page number.

5.3 Scope Section

Clearly describe the scope of the required services to be provided. Please provide responses to all items in the **Scope of Services Requested** section of this Request for Proposals.

5.4 Staff Qualifications and Experience

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff experience and qualifications.

5.5 Responses to Services Required

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested.

5.6 Firm Experience and References

Please provide information in this section to demonstrate experience, responsiveness, a high level of customer service, and documented results, to include at a minimum:

- Using the References form provided in the **Required Submission Forms**, respondents shall list references from at least three comparable Texas governmental clients. For each reference, include the Government or Company Name, Location, Contact Person (and Title), Telephone Number, Scope of Work, and Contract Period.

5.7 Fee schedule

- Provide all proposed fees on Attachment A. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).
- Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- The actual contract amount will be negotiated after the Provider has been selected and the scope of work finalized.

5.8 Additional Data

- Provide any additional information considered essential to this proposal and all other required forms.

5.9 Required Forms (Please submit all required forms.)

Complete all required forms specified in the **Required Submission Forms** section.



6. ATTACHMENTS

Please complete both Attachment A and return in Microsoft Excel Format (via USB Flash Drive) and Hard Copy (with your paper bid submission).

- A. Proposed Bank Fees
- B. City of San Angelo, Texas – Investment Policy



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7. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 60 days after the opening.

The City's process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within sixty (60) days after the opening.
2. The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The City will then select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection process, the contract negotiation process begins, and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required. If modifications are discussed but not mutually agreed upon, a final contract may still be negotiated and mutually agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will notify that respondent in writing that formal negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This process continues in the order of the selection ranking until a final contract is reached or all proposals are rejected.
6. The City reserves the right to reject all proposals and procure goods/services through alternative means.

The proposals will be evaluated based on the criteria and weighting detailed below:

Item	Criteria	Points
1	Completeness and conformity of the reply to the RFP	20
2	Service capabilities	35
3	Staff Qualifications and Organization Experience	10
4	References	10
5	Fee Schedule	25
Total		100

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325.657.4219 • sapurch@cosatx.us**8. NO BID REPLY****FOR RFP: FIN-03-20 / BANKING DEPOSIT SERVICES**

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 in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

WE WISH TO ____ THE LIST OF VENDORS FOR THE CITY OF SAN ANGELO:

☐ **Remain On**☐ **Be Deleted From**

WE HEREBY SUBMIT A "NO BID" BECAUSE:

- ☐ We are not interested in selling through the bid process.
- ☐ We are unable to prepare the bid form in time to meet the due date.
- ☐ We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.
- ☐ We do not feel we can be competitive.
- ☐ We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ We do not wish to sell to the City of San Angelo.
- ☐ We do not sell the items or provide the services requested.
- ☐ Other: _____

FEEDBACK/OBJECTIONS: _____

AUTHORIZED AGENT • PLEASE PRINT

COMPANY	
NAME	TITLE
SIGNATURE	DATE

THANK YOU FOR YOUR ASSISTANCE!



9. REQUIRED SUBMISSION FORMS

Submit:

- ☐ One (1) unbound original (binder clips are acceptable)
Please clearly indicate the original as such.
- ☐ Five (5) bound copies (binders, staples or binder clips are acceptable)
- ☐ One (1) copy in PDF format on USB Flash Drive of submission including all required RFP forms.

Failure to submit required forms may result in the rejection of your submission.

Please submit all forms in the following order:

- ☐ Response to RFP: FIN-03-20 BANKING DEPOSIT SERVICES
- ☐ Contact Information Form
 - ☐ Attach a Current Copy of IRS Form W-9
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Vendor Compliance with Reciprocity on Non-Resident Vendors
- ☐ List of References (Copied from Response to RFP: FIN-03-20)
- ☐ Special Insurance Rider
 - ☐ Certificate of Insurance (ACCORD 25 FORM)
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Sample Contract Documents

1295 Form Requirement

At Council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required within thirty (30) days following the date of Council action. Failure to submit the original Form 1295 to Purchasing within the prescribed time limit may result in loss of contract(s).

Anti-Lobbying Agreement

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

SUBMIT ALL FORMS BEYOND THIS POINT

**CITY OF SAN ANGELO, TEXAS**

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us

Contact Information

AUTHORIZED AGENT • PLEASE PRINT

An Authorized Agent is an individual authorized to bind an entity into a contract. This may include a Principal Officer or another individual who has been granted this authority in writing. City reserves the right to request verification of an individual's authority to contract on behalf of their entity.

NAME	
TITLE	E-MAIL
SIGNATURE	DATE

PRIMARY CONTACT • PLEASE PRINT

If different from above.

NAME	
TITLE	E-MAIL
SIGNATURE	DATE

VENDOR DETAILS • PLEASE PRINT (ATTACH A COPY OF A COMPLETED IRS FORM W-9)

VENDOR NAME	
PHONE	FAX
WEBSITE	
MAILING ADDRESS	
CITY / STATE / ZIP	
PHYSICAL ADDRESS (NO PO BOXES)	
CITY / STATE / ZIP	



Addenda Acknowledgement

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 _____

AUTHORIZED AGENT • PLEASE PRINT

COMPANY NAME	ADDRESS
CITY/STATE	ZIP
NAME	TITLE
SIGNATURE	DATE



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, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. 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 not later than the 7th 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 Bid 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.

Nolan A.

Sosa
Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO

Local Government Officers of the City of San Angelo as defined by Chapter 176 of the Texas Local Government Code (Revised 06/12/2020)

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers:

Tommy Hiebert, SMD 1

Tom Thompson, SMD 2

Harry Thomas, SMD 3(Mayor Pro Tempore)

Lucy Gonzales, SMD 4

Lane Carter, SMD5

Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation Officers:

Todd R. Kolls, President

Bill Dendle, First Vice President

David Cummings, Second Vice President

Edward Carrasco, Director

Garland Freeze, Director

Max Puello, Director

Erika Lara, Director

Executive Director: Guy Andrews



Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-top: 1px solid black; width: 30%; margin: 0 auto;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div></div> <div style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div></div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="border-top: 1px solid black; width: 40%; text-align: center;">Signature of vendor doing business with the governmental entity</div><div style="border-top: 1px solid black; width: 20%; text-align: center;">Date</div></div>		



Conflict of Interest Questionnaire Instructions

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Debarment and Suspension Certification Instructions

- By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
- 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 vendor 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 vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 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 vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
- The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "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.
- The prospective vendor 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.
- The prospective vendor 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.
- A vendor in a covered transaction may rely upon a certification of a prospective vendor 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 vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
- 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 vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 6 of these instructions, if a vendor 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.



Debarment and Suspension Certification

(1) The prospective primary vendor 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.

(2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Local Preference Consideration Instructions

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – stop – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

**CITY OF SAN ANGELO, TEXAS**

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us

Local Preference Consideration Application

Vendor Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Vendor Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship

Attachments:

- ☐ **Describe in writing, and attach supporting documentation,** the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

Certification:

I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the vendor set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors for your submission to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. **Texas resident vendors must check the blank in Section B.**

A. NON-RESIDENT (OUTSIDE OF TEXAS)

Non-resident Vendors in _____ (give state), our principal place of business, **are required** to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, **are not required** to underbid resident vendors.

B. TEXAS RESIDENT

Our principal place of business or corporate offices are in the State of Texas: _____. (Mark a "check" in the blank if this applies.)

AUTHORIZED AGENT • PLEASE PRINT

VENDOR NAME	ADDRESS
CITY/STATE	ZIP
NAME	TITLE
SIGNATURE	DATE



List of References

List at least three (3) references of similar scope and size giving organization name, contact information, and term.

1	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	

2	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	

3	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	

**CITY OF SAN ANGELO, TEXAS**

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us

4

Government or Company Name	
Location	
Contact Person and Title	
Telephone Number	
Scope of Work	
Contract Period	

5

Government or Company Name	
Location	
Contact Person and Title	
Telephone Number	
Scope of Work	
Contract Period	

6

Government or Company Name	
Location	
Contact Person and Title	
Telephone Number	
Scope of Work	
Contract Period	



Special Insurance Rider

The City of San Angelo requires contractors doing business with the City to provide and continuously maintain in effect at all times during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City's Risk Management Office with a Certificate of Insurance on ACCORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City's minimum insurance requirements set forth herein.

☒ Commercial General Liability

This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

MINIMUM LIMIT(S):

\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$100,000	Fire Damage

☒ Business Auto Liability

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

MINIMUM LIMIT(S):

\$1,000,000	Each Accident Limit
-------------	---------------------

☒ Workers' Compensation and Employer's Liability

If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim 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:

MINIMUM LIMIT(S):

\$500,000	Employer's Liability, Each Accident
\$500,000	Employer's Liability, Disease – Each Employee
\$500,000	Employer's Liability, Disease – Policy Limit

☒ Professional Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000	Combined Single Limits
-------------	------------------------



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us

☐ Environmental/Pollution Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

☒ Cyber Liability

This policy shall be an occurrence-type policy and shall protect provider and additional insured against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

MINIMUM LIMIT(S):

\$5,000,000	Privacy Notification and Crisis Management Expense
\$5,000,000	Information Security and Privacy Liability
\$5,000,000	Regulatory Defense and Penalties
\$5,000,000	Payment Card Industry Fines and Assessments
\$5,000,000	Website Media
\$5,000,000	Business Interruption
\$5,000,000	Extra Expense
\$5,000,000	Data Assets Coverage
\$5,000,000	Cyber-Extortion
\$5,000,000	Computer Fraud
\$5,000,000	Funds Transfer Fraud
\$5,000,000	Social Engineering/ Fraudulent Instruction Coverage

☐ Builder's Risk (All-Risk)

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

☐ Liquor Liability



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

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The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Upon request of the City of San Angelo, Contractor shall produce copies of insurance policies and/or endorsements that reflect the required insurance coverages and endorsements.

Certificate Holder:

City of San Angelo, Texas

72 W. College Avenue

San Angelo, Texas 76903

Written contracts will contain more detailed information regarding insurance requirements.

Bonds are required for contracts that meet the following guidelines:

☐ Contract in excess of \$100,000 requires a Performance Bond

☐ Contract in excess of \$50,000 requires a Payment Bond

The Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code) per Texas Government Code Sec. 2253.021 and must be payable to the City of San Angelo, Texas.

Please provide your agent or broker with a copy of these requirements.

If you have any questions concerning compliance with the City's minimum insurance requirements, please call the Risk Management Division at 325-657-4359.

Contractor agrees to comply with City of San Angelo Special Insurance Rider requirements.

CONTRACTOR

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Verification Relation to Prohibited Contracts – Israel

CITY OF SAN ANGELO, TEXAS, RFP: FIN-03-20

My name is _____ "Declarant";
FIRST MIDDLE LAST

My date of birth is _____ ; and,
BIRTHDAY

My address is _____ , _____ .
STREET CITY STATE
_____, and _____ .
ZIP CODE COUNTRY

My position with _____ , contracting company, is _____ .
CONTRACTING COMPANY OFFICE HELD

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the
COUNTY OFFICE HELD

_____ day of _____ ,20 _____
DAY MONTH YEAR

DECLARANT SIGNATURE



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • sapurch@cosatx.us

Draft Contract Cover Acknowledgement

Respondents shall submit copies of standard contract terms along with any and all terms and conditions applicable to the deliverance of goods/services resulting from this solicitation.

_____ **I READ AND CAN COMPLY WITH ALL CONTRACT TERMS.**

_____ **I READ THE CONTRACT TERMS, REVISED THOSE I CANNOT COMPLY WITH, AND INCLUDED A
REVISED COPY WITH MY SUBMISSION.**

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE

**CITY OF SAN ANGELO, TEXAS**

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us**Draft Contract Cover**

CONTRACT # _____

RFP NO.FIN-03-20 – BANKING DEPOSIT SERVICES

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO— FINANCE DEPARTMENT
Tina Dierschke, Director of Finance
72 W. College Avenue – Suite 310
San Angelo, Texas 76903
Telephone: 325-657-4270
E-mail: Tina.Dierschke@cosatx.us

CONTRACTOR: _____
(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) **Yes** ☐ / **No** ☐

Authorizing Officer/Agent: _____

EMAIL: _____

Address: _____

Telephone: _____

General Description of Project & Scope of Work:

CONTRACTOR shall provide the City of San Angelo with Banking Deposit Services. Additional details regarding the Scope of Services are outlined in CONTRACTOR response to RFP: FIN-03-20, attached hereto and made a part hereof for all purposes. CONTRACTOR shall accept as full payment the fees outlined in the attached Fee Schedule, attached hereto as “**Exhibit B**” and made a part hereof for all purposes.

Effective Date: This contract shall be effective from and after the _____ day of _____, 2020.

Date of City Council Authorization _____, 2020

Contract Time:

X The term of this Agreement shall be for a period of THREE (3) YEARS, commencing on the “Effective Date” and automatically expiring on _____, 2023, subject to extension as may be provided for in the Contract Documents.

Extension Option(s):

X The City shall have two (2) one (1) year options to extend the term hereof, subject to the availability and appropriation of funds. The term of this Agreement will renew automatically unless either party provides notice in writing at least ninety (90) days prior to the expiration of each term.



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Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects.

☐ Applies / ☒ Does Not Apply to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☐ Applies / ☒ Does Not Apply to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

☐ Base Price \$ _____,

☒ Schedule of Rates and Charges

(Fee Schedule, Submitted by CONTRACTOR in response to RFP: FIN-03-20, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof for all purposes),

☐ plus Alternate 1 \$ _____,

☐ plus Alternate 2 \$ _____,

☐ plus Alternate 3 \$ _____

for a total sum of _____ AND NO/100 DOLLARS(\$ _____), except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFP No. FIN-03-20

☐ ADDENDUM 1 to bid dated _____, 20____

☐ ADDENDUM 2 to bid dated _____, 20____

☐ ADDENDUM 3 to bid dated _____, 20____

☒ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018) *

☐ City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018) *

☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018) *



X Special: City of San Angelo – Master Depository Services Agreement

X Contractor's Response to RFP No. FIN-03-20

X Other: Additional Document(s) Provided in Response to RFP: FIN-03-20 (see "Required Forms")

* The terms and conditions in these referenced contract documents apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to this Request for Proposals are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFP No. FIN-03-20 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFP shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

X Authorized Signature/Contact Information (with W-9)

X Addenda Acknowledgement

X Bid Security (based on base bid price)

X "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

X Debarment and Suspension Certification

X Local Preference Consideration Application & Economic Impact Details



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X Vendor Compliance with Reciprocity on Non-Resident Vendors

X Verification Relating to Prohibited Contracts – Israel

X Certificate of Insurance

X Special Insurance Rider

X Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division.

Contractor Representations and Warranty: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

Authority to Execute: Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

CONTRACTOR:

BY: _____
(Name and office held)

DATE: _____

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Julia Antilley, City Clerk

DATE: _____
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

Tina Dierschke, Director of Finance

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney