



CITY OF CARROLLTON
GENERAL CONDITIONS
AND
SPECIFICATIONS
FOR
REQUEST FOR PROPOSAL FOR
DEPOSITORY
AND SAFEKEEPING SERVICES

RFP # 19-041

CLOSING DATE:

THURSDAY, AUGUST 22, 2019

1:00 PM (CST)

NOTE: ALL SUPPLEMENTAL DOCUMENTATION IS POSTED TO THE CITY'S WEBSITE AT WWW.CITYOFCARROLLTON.COM/PURCHASING, THEN CLICK ON "CURRENT BIDS"

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NOTICE TO BIDDERS

Sealed Request for Proposal's will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 **or *via email to bids@cityofcarrollton.com, provided that a digital signature is included***, until the hour of **1:00 (CST) on the 22ND day of August, 2019**; at which time proposals duly delivered and submitted will be considered for supplying the following:

RFP FOR DEPOSITORY AND SAFEKEEPING SERVICES**RFP # 19-041**

Any proposals received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Manager before the advertised date and hour for opening of proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened. The City Hall Building business hours are: Monday- Thursday, 7:30 AM to 5:30PM, and Friday, 7:30 AM to 11:30 PM.

Information concerning the proposal specifications may be obtained by emailing treasuryrfp@cityofcarrollton.com. *RFP RESPONSES WILL NOT BE ACCEPTED AT THIS EMAIL ADDRESS.*

Information on the bid/proposal process/procedures may be obtained from Patricia Helms, Purchasing Manager at (972) 466-3115 or purchasing@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The City of Carrollton Municipal Building is wheelchair accessible. For accommodations needed for bid openings, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

CITY OF CARROLLTON, TEXAS



Patricia Helms, Purchasing Manager

Publication Dates: Sunday, July 28, 2019 & Sunday, August 4, 2019

Closing Date: Thursday, August 22, 2019 @ 1:00 (CST)

TIMELINE

RFP# 19-041 Depository and Safekeeping Services

Advertise	Sunday, July 28, 2019 Sunday, August 4, 2019
RFP Release/Available on website	Thursday, July 25, 2019
Deadline for Questions	Friday, August 9, 2019 @ 11:00 AM Email to treasuryrfp@cityofcarrollton.com
Deadline for Response to Questions	Wednesday, August 14, 2019 @ 4:00 PM (CST)
Deadline for Proposals	Thursday, August 22, 2019 @ 1:00 PM (CST)
Proposal Analysis	Week of August 26-30, 2019
Interviews with Finalists (If applicable)	Week of September 3-6, 2019
Contract Approval by City Attorney	Week of September 9-10, 2019
City Council Authorization	September 17, 2019
Contract Begins	October 1, 2019

NOTE: The City may delay scheduled due dates if it is to the advantage of the City to do so.*

PART I GENERAL CONDITIONS

GENERAL CONDITIONS

1.1 ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City’s website: www.cityofcarrollton.com/purchasing

1.2 ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under an award without the written consent of the City Manager or Assistant City Manager authorized to bind City on. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.3 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, to re-advertise for new request for proposals, or to take other action deemed in the best interests of the City.

Proposals will be rated based on the following criteria:

- **Ability to perform and provide the required and requested services.....30%**
- **Experience in providing depository and safekeeping services to municipal governments in Texas similar to the City.....20%**
- **Reputation of applicant and quality of services.....20%**
- **Financial strength and stability of the institution.....15%**
- **Cost of services and implementation of banking services15%**
(cost of services to include start up, training, server hosting, maintenance and annual fees)

1.4 REQUEST FOR PROPOSAL SUBMISSION

- Request for Proposals may be submitted via email provided *a digital signature is provided*, in person, or by mail.
- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535.
- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- RFP's will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Proposals must be marked on the outside of the packaging, "**RFP# 19-041 Depository and Safekeeping Services**". Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours.
- To submit a Request for Proposal electronically, all documents must be returned and a **digital signature must be provided on the proposal to submitters form. To submit proposal electronically request must be submitted via email to bids@cityofcarrollton.com**
- **Please note Both electronic and hardcopies of Exhibits A, B.1, B.2 and C must be submitted using EXCEL FORMAT ONLY.**
- As an alternative to the digital signature, the request for proposals' **Proposal of Submitters form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.**
- Firms interested in this project shall submit **two (2) copies** of the proposal and required documents listed throughout the RFP no later than **Thursday, August 22, 2019 @ 1:00 PM (CST)** to the address and contact person listed on page #3. **In addition, the City is requesting two (2) electronic copies submitted on individual flash drives.**

1.5 BRAND NAMES

If items for which request for proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering “equal” products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an “equal product”, their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

1.6 CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **60** days written notice with good cause as determined by the City.

1.7 CHANGES OR ALTERATIONS

No part of this request for proposal may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions no later than the deadline for questions. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

1.8 COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City’s option.

1.9 CONTRACT CLAUSE

All proposers understand and agree that the vendor’s request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

1.10 DEFAULT

In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

1.11 DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

1.12 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.13 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS, OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS, THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.14 INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

- A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Bidder's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

- B. With reference to the foregoing required insurance, Bidder shall endorse applicable insurance policies as follows:
1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

1.15 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed or may enter into an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of request for proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.17 PROVISIONAL CLAUSES

The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses generally known as “escalator” or “cost-plus” clauses.

1.18 REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

1.19 REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked, that it is in all things true and accurate and free of mistakes, and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

1.20 SALES TAX

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

REQUEST FOR PROPOSAL FOR DEPOSITORY AND SAFEKEEPING SERVICES

I. DEFINITIONS

For the purposes of this Request for Proposal (RFP), "Proposer" shall mean corporations, firms or other entities submitting a response to this Request for Proposal.

II. PURPOSE

The City of Carrollton (City) is requesting proposals from qualified banking institution to provide bank depository services and safekeeping services.

The contract is for five (5) years commencing October 1, 2019 and ending September 30, 2023. At the end of the contract term, it may be necessary to extend the contract on a month-by-month basis. This contract shall be automatically extended up to 90 days if the City warrants the additional time allowed to complete an audit of the account or address any unforeseen circumstances. The City would request the extension in writing thirty (60) days prior to the expiration of the contract. The City reserves the right to cancel any agreement, at any time, upon sixty (60) days prior written notice of its intent to terminate.

All fees shall be fixed for the contract term. The fees for services to be provided by the Depository for the month-to month extensions must be provided as part of this proposal.

III. ELIGIBILITY

- Must be qualified under Texas Local Government Code, Chapter 105 to serve as a municipal depository bank.
- Must have locations or branches in the Carrollton City limits.
- Must have experience and success in providing depository and safekeeping services to municipal governments in Texas similar to the City.
- Must be capable of providing the services required by the City.

IV. SCOPE OF SERVICES AND REQUIREMENTS

A. General Banking and Customer Service

The City is currently using the following bank accounts:

	<u>Account Name</u>	<u>Type</u>
1.	Consolidated	Demand Deposit Account (Master Account)
2.	Controlled Disbursement	Zero Balance Disbursement (ARP) Main
3.	Police Confiscated	Savings Account

- The **Consolidated Account** receives all daily deposits, wire transfers (in/out), ACH transactions (in/out), credit card settlements, investment activities, and Controlled Disbursement Account funding. Securities clearance and safekeeping activity of investments are debited/credited against this account. No checks are posted against the consolidated account. The balance of this account would fluctuate throughout the year. The average balance \$1,700,000. The highest balances would be around \$28 million when debt service is funded twice a year in advance of the payment date.
- The **Police Confiscated Account** holds funds subject to Federal and State forfeiture regulations that must be accounted for and managed separately from the Consolidated account. The monthly average ledger balance for this account is approximately \$250,000 with very low transaction activity. Due to funds restrictions on the use of these funds, some deposits for this account are done at a branch. No checks are posted against the police confiscated account.
- The **Controlled Disbursement Account** is set up to clear accounts payable checks and payroll checks for the City. The monthly average amount cleared through this account is approximately \$3,500,000 (440 checks). Automatic transfers from the Consolidated account to the Controlled Disbursement account are used so to zero the account balance of the Controlled Disbursement at the end of each day.

The following services are required related to general banking and customer service:

- City's right to open or close any number or type of accounts throughout the contract period
- No daylight overdraft fees may be charged. The City will make every effort to eliminate daylight overdraft on the accounts. A net overdraft shall be defined as a negative balance in the City's accounts collectively, not by individual account.
- In the event a check or checks shall be presented for payment where there is insufficient funds in the City's collective accounts, the Depository agrees to promptly notify the Treasurer or other

signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

- Same day credit or funds availability for all transactions submitted before 4:00 P.M.
- Post-no-checks fraud protection service that prevents checks being presented for payment to be posted to the selected accounts.
- A zero balance account for the current controlled disbursement account or any other disbursement accounts opened in the future.
- Partial account reconciliation for all accounts and full account reconciliation for ZBA accounts.
- Electronic statements for each account within five (5) business days after month end. The statement must include all transactions that occurred in the accounts during the month and should be downloadable as a comma separated value file (csv.) or excel file.
- On-line banking services accessible through the internet that a minimum include current or intra-day balance reporting, previous day reporting, controlled disbursement reporting, debit and credit detail transaction reporting, ACH activity reporting, initiation of ACH debits, ACH credits and wire transfers, check status and cashed check images, stop payment and void checks, and positive pay activity and positive pay exceptions approval, wire transfer reporting and bank statements.
- On-line services capabilities must include the ability to reprint statements, export all activity to MS-Excel, transaction search, and historical information availability for a minimum of six months.
- Notifications of all credit and debit adjustments should be sent electronically to the Finance department on the same day the adjustment is credited or debited to the account. Adjustment notifications should include at a minimum: date, amount, bank reference, adjustment description and support documentation.
- Designated relationship manager or account officer for the City with authority and responsibility for the City's entire account reasonably available during normal business hours via e-mail and telephone. Availability of a backup for the City's relationship manager.
- Relationship Manager responses to e-mails and calls should occur within 24 hours. Research requests response within three business days of the request.

- A review meeting with the bank officer at least once a year to evaluate the working relationship between the City and the successful applicant. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.
- Provide live training (on-site or via web) to the Treasury team and City Staff for the general functionality of the application, including administration, transaction initiation, transaction research, and report generation
- Checks issued to employees are cashed with proper identification without service charges or fees to employees or the City, and without requiring the employee to open an account with the bank.

B. Deposit Services

- **Bank vault deposits:** The City deposits currency, coin and checks from two locations directly to the depository vault by armored courier (currently Dunbar). Deposits to the vault occurred from Monday to Thursday. The deposit locations currently are City Hall and Municipal Court. The City deposits in average four bags: two bags of currency and coins and two bags of checks. The City deposited a total of approximately \$4 million of currency and coins in 2018 with an average deposit of \$21,500. The total amount of check deposits in 2018 was approximately \$16 million with an average deposit of \$85,000 (10 checks in average per deposit). All deposits are made in tamper evident bags with one deposit ticket per bag.
- **Deposits at local branches:** The City makes 2 to 4 deposits a month to a local branch to its Consolidated account. The deposits average \$5,000.

The following services related to deposits must be provided as described above, or be provided in an alternative form that results in essentially the same outcome or capability.

- Bank branch location within 3 miles of Carrollton City Hall.
- Same-day deposit settlement for deposits received by the depository vault.
- Online images of stamped deposit slips and processed checks within 24 hours of the deposit being received by the Depository
- Process for collection deposited checks twice before returning checks to the City.
- Electronic notification and imaging of returned checks within 24 hours.
- 24-hour electronic notification of deposit corrections after identification by the depository vault and back office. Notification should include support documentation.
- Provide tamperproof bank bags:

- 9 x 12 tamperproof bank. Approximately 3,000 bags are used annually.
- 15 x 22 tamperproof bank bags. Approximately 1,200 bags are used annually.
- 12 x 16 tamperproof bank bags. Approximately 1,200 bags are used annually.
- Provide deposit slips for two locations. Approximately 3,000 deposit slips annually.
- Provide endorsement stamps used by City departments. Approximately 25 stamps are required.

C. Check Services

- The City disburses approximately \$3.5 million (460 checks) per month for accounts payable and payroll from the Controlled Disbursement Account. The City issues accounts payable checks once a week and payroll checks every two weeks. All checks above \$40,000 required two wet signatures.
- The City uses positive pay for all issued checks requiring verification of check number, check date, payee name and check amount. A positive pay file for accounts payable checks is sent via FTP every week. The payroll positive pay file is sent through the Depository online application. The City approves or rejects every positive pay exception on the Depository's online application. City staff is notified via e-mail when positive pay exceptions required review. Images of any exception items are available for review online.
- The City currently receives two presentments each banking day with the latest one received at 1:00 P.M. Images of all cashed checks are available online.

The following services related to disbursements must be provided as described above, or be provided in an alternative form that results in essentially the same outcome or capability.

- Verification of the two-wet signature City requirement on checks over \$40,000.
- Maximum of two presentments with the last one not after 1:00 P.M. each banking day.
- Online Positive Pay services with minimum verification criteria for check number, payee name and check amount.
- Positive pay file electronic transmission to the Depository.
- E-mail notification of positive pay exceptions pending review.
- Online positive pay exception review and approval.
- Online images for every positive pay exception for review and approval.
- Online stop payment services.
- Online void check services.
- Online access to cashed check images for at least six months.

- Image archive services of all cleared checks sorted by numerical order.

D. ACH Credit Services

The City current ACH services are the following:

- **Image Cash Letter (ICL) deposit:** The City sends daily two Image cash Letter (ICL) files via FTP to the Depository for same day deposit from Monday to Friday. One file is sent every morning by the City's Utility Billing department containing checks processed through a remote deposit capture scanner. The City owns the equipment responsible for imaging all checks. This ICL deposit averages \$1,960,000 monthly. The second file is sent to the Depository by a third party processor, DPS Direct Payment Solutions, daily around 2 P.M. This file averages \$47,000 monthly. The Depository sends an e-mail confirming the successful processing of each ICL file. The e-mail includes total amount of checks, deposited, date and time.
- **Remote Payment and Presentment Service Deposit (RPPS):** The Depository currently receives two RPPS files from MasterCard and Fiserv in a daily basis containing utility payments by customers paying through their banking institution's website. The Depository sends by 6:30 A.M. CT these files to the City via FTP on the same day of the deposit. The files are combined into one file by the City and exported to SunGard HTE system to record customers payments received in this file. The RPPS files lists payment amount, customer name and customer water account. The RPPS file averages \$830,000 monthly. In occasions, the City's Utility Billing department would contact the bank by 1:00 P.M. to adjust customers' overpayment identified during their daily review. The Depository sends an e-mail confirming the successful transmission of the RPPS files. This e-mail includes the file date, total amount deposited and number of items processed for each file.
- **Utility Billing ACH:** The Depository receives a file from Monday to Friday including citizens' bank account information in order to complete and ACH draft for payment of utility bills. The City submits the file by 1 P.M. The ACH debit file averages \$630,000 monthly. This file is submitted to the Depository through its online banking system allowing the City for verification and approval before its submission.
- **Miscellaneous ACH deposits:** The City receives daily ACH deposits from other government agencies, credit card processors, and third party administrators. Miscellaneous ACH deposits are in average \$5,000,000 (755 ACH debits) monthly.

The following services related to ACH credits must be provided as described above, or be provided in an alternative form that results in essentially the same outcome or capability.

- Same day credit or funds availability for all ACH deposits received before 4:00 P.M.
- Image Cash Letter (ICL) file secured transmission from the City to the Depository and daily processing.
- Remote Payment and Presentment Service (RPPS) deposit services and file secured transmission to the City daily by 6:30 A.M.
- RPPS file secured transmission to the City as a flat file and containing as a minimum the following information: payment amount, customer name, water customer account.
- RPPS file same-day adjustments to the file instructed by authorized City personnel.
- Online ACH file creation and transmission allowing verification and approval before transmission.
- Processing and exception reports for all files. Processing reports should list at a minimum: processing date, file amount and number of items processed.

E. ACH Debit Services

The City current ACH debit services are the following:

- **Payroll ACH File:** The City creates the payroll direct deposit file and transmits it to the depository through the Depository's online services. The payroll file is transmitted to the bank every other Wednesday by 5:59 PM and expected to be in the City's employee accounts no later than 5:00AM on Friday morning. The City also has the ability to transmit the payroll direct deposit ACH file with a next-day deposit in case of an emergency. The file contains all direct deposit entries for the biweekly payroll. The City has an average of 877 employees and 868 are set up for automated payroll deposit. The City's net payroll is approximately \$1,730,000 each pay period.
- **Accounts Payable ACH File:** The City creates the accounts payable payment file (ACH credit) and transmits it to the depository through the Depository's online services. The accounts payable file is transmitted to the bank every week on Wednesday by 5:59 PM with an effective payment date of Friday. The City also has the ability to transmit the accounts payable payment ACH file with a next-day deposit in case of an emergency. The file consist of payments to City vendors for services rendered. The accounts payable ACH File averages \$6,350,000 a month and an average of 260 ACH payments.
- **Miscellaneous ACH Debits:** The City's bank account is debited daily by certain authorized accounts. The City currently uses ACH debit filters or blocks on its accounts to restrict all ACH debits from other accounts except if authorized by the City. Miscellaneous ACH deposits are in average \$2,000,000 (77 ACH debits) monthly.

The following services related to ACH debits must be provided as described above, or be provided in an alternative form that results in essentially the same outcome or capability.

- Online Payroll and Accounts payable ACH debit file creation and submission, allowing verification and approval before transmission.
- Online and secured Payroll and Accounts Payable ACH debit file transmission allowing verification and approval before transmission.
- ACH Pre-notification capability.
- Electronic notice of ACH Pre-notification results.
- Electronic notification of returned ACH within 24 hours.
- Addenda Record Reports.
- ACH debit filtering or blocking capabilities for all the City accounts, with the ability to permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

F. Wire Transfer Services

The City's current wire transfer services are the following:

- **Wire Transfers - Outgoing:** The City initiates repetitive and non-repetitive wire transfers online. All wire transfers required a secondary electronic authorization and are released within one-hour after approval and submission. The City has the ability to monitor the status of wire transfers online and to receive e-mail notification when wire transfers are released. The City averages \$400,000 (19) of outgoing wire transfers monthly.
- **Wire Transfers - Incoming:** The City has the ability to monitor incoming wire transfers online. The City averages \$3,000,000 (7) of incoming wire transfers monthly.
- The following services related to wire transfer services must be provided as described above, or be provided in an alternative form that results in essentially the same outcome or capability.
 - Online wire transfer initiation, approval and monitoring.
 - Creation and storage of recurring / repetitive wire instructions or templates with the ability to change templates. Changes to repetitive wire transfer templates must require a second approval.
 - Creation, approval and storage of future-dated wire transfers.
 - Electronic notifications of wire transfer status to designated City personnel.
 - Wire transfer phone initiation and approval for repetitive and non-repetitive wire transfers as a backup service.
 - Incoming wire transfers should be credited to City accounts immediately.

G. Collateral Requirements

- The City requires the Depository to pledge collateral equal to or in excess of the required level on a same day basis. The securities comprising the pledge shall be valued at market and provide 110% or more of the City ledger balance accounts for the current day.
- The average level of collateral required is approximately \$2,000,000. The highest balances would be around \$28 million when debt service is funded twice a year in advance of the payment date.
- The City approves the following securities with a maximum ten-year maturity as collateral for City funds:
 1. FDIC insurance coverage.
 2. General obligations of the United States of America or its agencies and instrumentalities, including the Federal Home Loan Bank.
 3. Fixed rate collateralized mortgage obligations, the principal and interest on which are unconditionally guaranteed by the United States of America or their respective agencies and instrumentalities and does not constitute a high-risk mortgage security as established by Chapter 2257 Collateral for Public Funds.
 4. Obligations of states, agencies thereof, counties, cities and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of no less than A or its equivalent.
 5. Bonds issued, assumed, or guaranteed by the State of Israel.
 6. Letter of credit issued to the City by the Federal Home Loan Bank

The following collateral requirements must be met as described below:

- The Depository shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Local Government Code, and the City's current Investment Policy, and any future revisions. The City shall approve, in advance and in writing, all proposed collateral. A copy of the City's current Investment Policy is available on the City's website <https://www.cityofcarrollton.com/departments/departments-a-f/finance/treasury>.
- Collateral shall be monitored daily to ensure that the market value of the securities pledged equals or exceeds the deposit balance. Currently, the City requires that securities comprising the pledge shall be valued at market and provide 110% or more of the City ledger balance accounts for the current day. Ledger balance shall determine the total balance level. Requests for additional collateral will be made on an as needed basis and securities should be pledge on the same day of the request.

- The pledged securities shall be held by an independent third party custodian under the name of the depository bank and pledged to the City of Carrollton. Original copy of all security receipts shall be filed with the Treasurer of the City of Carrollton.
- Any substitutions of the pledged securities or reductions in the total amount pledged shall be made only by and with the proper written authorization of an authorized City designated representative. The City shall approve, in advance, all proposed collateral. In the case of reduction requests, the depository shall provide in writing that collateral shall be available when needed to meet balance increased throughout the Agreement period.
- The depository and third party custodian shall provide the City a report of securities pledged on a monthly basis or at any time requested by a designated representative. These report must be delivered within seven (7) business days after month-end or been requested. The report should describe the total pledged securities by Name, Type / Description, CUSIP, Par Value, Current Face value, Market Value, Maturity Date, and Rating by Moody's, Fitch's or Standard & Poor's.
- A signed Third Party Custodial Agreement is required between the City, the depository and the approved custodian. This agreement must clearly state that the third party custodian is instructed to release collateral securities to the City when the Depository has failed to pay on any accounts; or is in default of this agreement; or the City believes the funds are in jeopardy for whatever reason including involuntary closure by order of a federal regulatory authority; or change of ownership. An appointed City designee should request the release formally.
- The Third Party Custodial Agreement must be approved in resolution by the Board of Directors or Loan Committee of the Depository, The Depository must provide a resolution of certification that meets the requirement of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).The resolutions should state that the officer signing this agreement is authorized to sign on behalf of the Depository.
- The signed Third Party Custodial Agreement, Board resolution, and minutes certifying the approval of the agreement must be presented to the City prior to the deposit of funds.

H. Securities Clearance and Safekeeping Services

- The City currently has a safekeeping account tied to the City's consolidated account, and any debits related to investment settlements are posted to the account no later than 3 P.M. CST on the date of settlement.

- The City is currently invests in most securities allowed by its Investment Policy and the Texas Public Funds Investment Act. A copy of the City's current Investment Policy and the most recent quarterly investment report is available on the City's website <https://www.cityofcarrollton.com/departments/departments-a-f/finance/treasury>.

The following clearance and safekeeping services requirements must be met as described below:

- All security transactions shall be executed delivery versus payment (DVP) only.
- Safekeeping accounts shall allow debits and credits to be made to City bank accounts.
- The Depository will act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio and will provide the necessary wire transfer and physical delivery services required to support investment activities. In all cases, the City will hold the Depository Bank responsible for carrying out all normal securities clearance and safekeeping functions of for administering another bank to carry out these functions.
- Electronic confirmation of trades must be provided to the City within one (1) business day of the trade instruction being received by the Safekeeping agency.
- Prompt notification of any settlement problems, including securities delivered where the instructions do not match or where have not been provided by the City to the Safekeeping.
- Electronic communication of call option, interest due and redemption notices must be provided to the City within five (5) business days of the notice.
- All interest payments and redemptions on securities held are to be posted on the due date or on the next business day in the event the due date falls on the weekend or bank holiday.
- A web-based safekeeping transaction monitoring and reporting mechanism.
- A monthly statement report listing all securities held in safekeeping and all transactions recorded during the month. The report should be available electronically within two (2) business days of the end of each month.
- Market value for all securities held in safekeeping should be provided every month. A report should be available electronically and in comma-separated value (csv.) format within two (2) business days of the end of each month.
- All charges for securities clearance and safekeeping, including fees passed on from the Federal Reserve bank will be included on the account analysis statement and not deducted from each security settlement.

I. Direct Fees for Services Provided and Account Analysis

The following requirements related to direct fee for services and account analysis must be met as described below:

- All fees, rate formulas, terms, and conditions shall be fixed for the entire Agreement period, including all extensions.
- If the City develops a need for additional accounts or services, the accounts and services should be provided with the same conditions that apply to the existing similar accounts or services at the time.
- Account Analysis statements by individual account and at group level, reflecting average ledger balances, average collected balances, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost. Account Analysis statements should be received by the City within ten (10) business days of month end.
- Payment of all services provided with the earnings credit amount generated by account balances and by direct payment. The bank will calculate the total monthly service costs for all accounts and the total monthly earning credit for all accounts on the account analysis statement. The net of total service costs and total earnings credit equals net banking service costs for the month.
- Credit must be given for all account balances grouped together and no single account balances. Fees will be invoiced and will not be directly deducted from the City's bank accounts.

J. Miscellaneous Requirements

The following miscellaneous requirements must be met as described below:

- The successful bidder shall notify the City in writing with thirty (30) days of any changes in Federal or State regulations or laws that would affect the Agreement.
- In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the Depository to comply with the requirements of the Agreement, then the City expressly reserves the right and privilege to renegotiate or cancel the Agreement and to resolicit applications.
- The final appointment of a Depository Bank shall be made by the City of Carrollton City Council. The Depository Bank shall be required to enter into an Agreement that incorporates all of the requirements of their submitted RFP as the Official Bid Form with accompanying related schedule and materials as called for in this RFP.

- The Depository records relating to the City of Carrollton's accounts shall be open to review during normal business hours by designated City staff member or appointed independent auditors.
- The City reserves the right to open and maintain one or more accounts at financial institutions not affiliated with the selected Depository.

K. Agreement Requirements

The following is a list of agreements that shall be executed between the successful depository and the City:

- Depository Contract Agreement
- Third Party Custodial Agreement
- Treasury Management Services Agreement
- Wire Transfer Agreement
- Automated Clearing House (ACH) agreement
- Controlled disbursement agreement
- Positive pay agreement
- ACH filter or blocks agreement
- Vault Services Agreement
- Safekeeping Services Agreement
- Additional services may be added during the contract period that might require supplemental agreements to be added to the original contract. All supplemental agreements to the Depository Contract must be approved as to both form and content by the City. All supplemental agreements will be attachments to the Depository Contract.
- The Proposer shall provide the City with proposed Agreements. The Agreements should address the following
 - A termination clause in which the City reserves the right to terminate the contract at any time, upon sixty (60) days prior written notice.
 - A clause automatically extending the contract for 90 days if the city is actively proceeding with re-bidding procedures but, for whatever reason, cannot finalize the bidding or selections process by the end of the contract period.
 - A clause allowing the City to request a month-by-month extension of the Depository Contract and related agreements in writing sixty (60) days prior to the expiration of the five-year contract.

-
- A clause requiring the Depository to provide the City 90 days' prior written notice of its intent to terminate any agreement.
 - The City is prevented by the Texas constitution from indemnifying vendors. Proposers are discouraged from including terms in their contracts that require the City to indemnify them. Inclusion of such a term may result in the proposal being rejected.
 - Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

L. Future Initiatives – Services to be considered in the Future

The City may consider the following services:

- Armored Car Services – The City has a separate contract with a third-party provider for armored car services, but would consider working directly with the bank in the future if the service is available.
- Lockbox Processing – Currently, the City receives and processes checks with remittances for various bill payments internally, and would like to consider using a lockbox processing service in the future.

V. PROPOSAL

A. Proposal Disclosures

- The Proposer understands that this RFP does not constitute an offer or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the City and executed by the parties.
- By submitting a proposal, the vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of providing and performing quality work to achieve the City objectives.
- Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
- Respondents are advised that materials contained in proposals are considered confidential information by the City but may be subject to open records after the contract award, and may be viewed and copied by any member of the public, including news outlets and competitors.

B. Proposal Format

Each proposal must include the following:

Section I

1. **Transmittal Letter:** This document should contain the date of the Proposal and the period for which it is valid in letterform on original company letterhead, signed by a representative of the Vendor's company who is authorized to bind the Vendor to the Proposal. If any portion of the Proposal is deemed by the Vendor to be proprietary or confidential for purposes of public disclosure, this should be stated here. The Vendor must include the name, address, electronic mail address, and telephone number, of a contact person who is able to respond to inquiries from Carrollton.
2. **Table of Contents:** Include a clear identification of the material by section and by page number.
3. **Requirements (Exhibit A):** Address each of the Scope of Services and Requirements. All items MUST be addressed. If exceptions exist, include a detailed explanation of any or all deviations to the Scope of Services and Requirements, and any Standard Terms and conditions to which the Vendor takes exception.

4. **Questionnaire (Exhibit C):** All questions MUST be answered.
5. **Account Analysis** – Sample monthly account analysis statement. Indicate any capability to provide the information electronically and in excel format.
6. **Monthly Bank Reconciliation Statements** – Sample of monthly bank account reconciliation statements (partial and full). Indicate any capability to provide the information electronically and in excel format.
7. **Daily Balance Reports** – Sample of intra-day and prior day balance reports. Indicate any capability to provide the information electronically and in excel format.
8. **Schedule:** Include a schedule for funds availability and check clearing with a clear explanation of deadlines.
9. **Customer Support:** Provide resume for proposed dedicated account/relationship manager.
10. **Client References:** Provide a minimum of five (5) Texas local government references, similar to the City of Carrollton’s transaction activity and required services. Include the scope of work, number of years served, whether you continue to provide services, and the name telephone number, and e-mail address of the principal client contact.

Proposer are cautioned that the City may use information obtained from other sources as well as information submitted in the proposal for evaluation of past and present performance.
11. **Conversion Plan:** Provide a summary of a migration plan, conversion procedures and applicable information.

Section II

12. **Securities Safekeeping Agreement** –Sample of safekeeping report of the information the city shall receive monthly regarding securities held in the city’s safekeeping account and its activity.
13. **Transaction confirmations** – Sample of transaction confirmation and notifications for purchases, maturities, calls and interest.
14. **Market Value extract** – Sample of market value report regarding securities held in the City’s safekeeping in comma-separated value (csv.) format.
15. **Monthly Safekeeping Fees Analysis**– Sample of monthly safekeeping fees analysis.

Section III

16. **Daylight overdraft definition and policy:** Address maximum number of banking days the overdraft shall be allowed, maximum amount of the overdraft and interest rate per annum computed on the overdraft.
17. **Earnings Credit Rate (ECR):** State the ECR, rate formula being proposed, and minimum ledger and collected balances required to earn interest.
18. **Fee Schedule (Exhibits B & B.1):** Provide a cost proposal using the form in excel format provided as part of this bid (See Exhibit B). Additional fees not listed in the form provided by the City should be listed as part of the “Other Fees” (Exhibit B.1) section. In the “Notes” field, detail how and when these fees apply.

The excel file is available for download on the City’s website. **An Excel file must be submitted as part of your proposal and must be submitted in excel format as well as a two (2) printed copies. In addition, the City is requesting two (2) electronic copies submitted on flash drives. Failure to do this will result in a rejection of your proposal.**

Section IV

19. **User-Guide for on-line bank application:** User guide and documentation related to the web-hosted banking services application.
20. **User-guide for on-line safekeeping application:** User guide and documentation related to the web-hosted safekeeping services application.
21. **Additional banking services literature**

Section V

22. **Depository Contract Agreement**
23. **Third Party Custodial Agreement**
24. **FIRREA Compliant Document**–Sample of Board certification authorizing pledge of collateral.
25. **Treasury Management Services Agreement**
26. **Wire Transfer Agreement**
27. **Automated clearing house (ACH) agreement**
28. **Controlled disbursement agreement**
29. **Positive pay agreement**
30. **ACH filter or blocks agreement**
31. **Vault Services Agreement**
32. **Safekeeping Services Agreement**
33. **Any additional agreements**

Section VI

34. **Signed Proposal of Bidder form.**
35. **W-9.**
36. **Insurance Affidavit Form.**
37. **Conflict of Interest Questionnaire.**
38. **Audited Financial Statements:** Provide a copy of your most recent audited financial statements and last quarter's financial statements. A link to this information is sufficient.
39. **Security Reports** – Independent security reports and any additional information describing the institution's security measures to prevent fraud, unauthorized transactions, and protect the integrity of computer banking services and internal computer systems
40. **Technology Specifications:** Technology specifications for use of all proposed electronic systems and services.
41. **Business Continuity Plan:** Summary of the institution's business continuity plans as they pertain to the City's ability to perform normal banking functions during natural and un-natural bank operation disruptions.
42. **Provide third Party Vendor documentation.** Documentation required is the same as required for Proposer.

Section VII

43. **Additional Information** - Any additional information, which the Proposer considers pertinent for consideration, should be included in a separate section of the proposal.

VI. SELECTION PROCESS

The City anticipates entering into a contract with the Proposer who submits the proposal identified by the City to be most advantageous. The City will evaluate proposals and will select the proposal that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

A. Criteria

Proposals will be rated based on the following criteria.

- **Ability to perform and provide the required and requested services..... 30%**
- **Experience in providing depository and safekeeping services to municipal governments in Texas similar to the City.....20%**
- **Reputation of applicant and quality of services.....20%**
- **Financial strength and stability of the institution.....15%**
- **Cost of services and implementation of banking services15%**
(cost of services to include start up, training, server hosting, maintenance and annual fees)

B. Additional Information and Presentations

After evaluating the proposals, the City may request additional information. At its discretion, the City may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the City. The City will schedule any such presentations. After completion of the selection process, the reviewers will present a recommendation for approval by City Council.

VII. EXHIBITS

- **SEE EXHIBIT**
 - **A REQUIREMENTS**
 - **B PRICING SHEETS - ACCOUNT FEES**
 - **B.1 OTHER FEES - OTHER FEES**
 - **C QUESTIONNAIRE**

PLEASE BE SURE TO CLICK ON EACH INDIVIDUAL WORKSHEET (TAB) AND COMPLETE AS DIRECTED

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

Page 1 of 3

All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

Page 2 of 3

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the bid award.

SIGNATURE: _____

PROPOSAL OF BIDDERS
Page 3 of 3

**RFP# 19-041
REQUEST FOR PROPOSAL FOR
DEPOSITORY AND SAFEKEEPING
SERVICES**

Respectfully Submitted,

**PLEASE PROVIDE A COPY OF
YOUR W-9**

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON

MAILING ADDRESS CITY STATE ZIP

PAYMENT ADDRESS CITY STATE ZIP

PHONE NUMBER FAX NUMBER

E-MAIL ADDRESS WEB PAGE

HUB Vendor Status **YES (attach certification)** **NO**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who’s company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

NO PROPOSAL RESPONSE: If response is not received in the form of a “RFP Proposal” or “No Proposal Response” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO PROPOSAL RESPONSE may be faxed to: 972-389-9557 _____

ATTACHMENT B

NONCOLLUSION AFFIDAVIT

STATE OF _____ }

COUNTY OF _____ }

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a part of any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of the prospective contract; or any other discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn before me this _____ day of _____ 2019.

Notary Public, Commission No. _____

My Commission Expires:

ATTACHMENT D REFERENCES

Identify a minimum of five (5) recent projects for which Depository and Safekeeping services were provided or are being provided that are most relevant to this project. Two (2) of these projects should include engagements with the same Primary Contact identified above. Include the scope of work, number of years served, primary contact assigned, whether you continue to provide services, and the name telephone number, and e-mail address of the principal client contact. **Indicate which clients (regardless of size) you have gained/lost in the local office in the past three (3) years and why they were lost.**

1. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUMBER	
PRODUCTS/SERVICES USED			

2. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUMBER	
PRODUCTS/SERVICES USED			

3. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUMBER	
PRODUCTS/SERVICES USED			

4. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUMBER	
PRODUCTS/SERVICES USED			

5. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUMBER	
PRODUCTS/SERVICES USED			

ATTACHMENT E

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated

Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

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.

ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			