

Bidder Name:

BID NO 2019-03

Banking Depository Services RFP

**BIDS DUE March 26, 2019
4:00 P.M.**

BID NO 2019-03

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ATTACHMENTS – To Be Provided by Bidder

1. Sample Account Analysis Statement
2. Fund Availability Schedule
3. Historical Interest Rates & Basis of Rate Establishment
4. Custody Agreement
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8. Sample Safekeeping Account Statement

REQUIRED SCHEDULES – To Be Completed by Bidder

1. Proposed Rates
2. Earning Credit Rate Interest
3. Sweep Account Interest
4. Treasury Management Service
5. Option Services
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7. Contact Personnel



Request for Proposal

I. INTRODUCTION

The City of Lake Worth (the “City”) is requesting proposals from eligible and qualified financial institutions to provide the City with bank depository services described below. The services provided will be in accordance with this Request for Proposal (the “RFP”) and attachments. A separate Bank Depository Service Agreement detailing the services to be provided in a form acceptable to the City and incorporating the accepted RFP shall be executed between the City and the Selected financial institution.

The philosophy incorporated into this RFP is to solicit bids for bank depository services currently utilized or open for consideration by the City. The City intends to manage its funds to minimize service charges and optimize investment income as authorized by City policy and permitted by state law. The City reserves the option to reduce future collected fund balances and invest in available investment resources.

The new agreement will be for a three-year term beginning May 1, 2019 through April 30, 2022, with a provision for two one-year continuations under the same terms and conditions of the contract, at the option of the City and with the concurrence of the institution. The agreement will also provide for an extension period not to exceed ninety (90) days for the possible transition to a new bank at the end of the term.

The City reserves the right to open or close any number or type of accounts as it deems necessary throughout the term of the agreement. Any fee charged for services not listed but later requested by the City will be mutually agreed upon. All fees shall be fixed for the entire contract period.

The Bank Depository Services Agreement is an important component of the treasury and cash management system of the City. From this perspective, the City is seeking a financial institution that is:

- capable of providing the services by the City,
- willing to be attentive and responsive to the City’s financial matters,
- financially sound and meets the City’s requirements, and
- located within 1 mile of the city limits of Lake Worth.

II. REQUEST for PROPOSAL

This RFP is intended to serve as the bid form for the Bank Depository Services Agreement. There are several blanks to fill in and questions to be answered. The evaluation of the bidder's proposal will be based on the responses included herein.

Exceptions, conditions, or qualification to the provision of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by bidder, if any, clearly stated and inserted in the appropriate place in the bid submission.

Each of these exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the Contract documents. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with the City's specifications.

The RFP also requests certain information to be attached and specifically labeled. Bids must be complete, address all aspects of the RFP, and include all requested information to receive full consideration by the City in the selection process. The City may choose to waive any irregularities in any bids received. The City reserves the right to reject all bids.

The City desires to enter into a contract of mutual party benefit and will respond to questions pertaining to the RFP. In this regard, the City will accept questions until **12:00 (Noon), Friday, March 15, 2019**. After the question deadline, all questions and their responses will be posted on the City's website and available for download by Bidders by 4:00 p.m. on Monday, March 18, 2019.

III. CALENDAR OF EVENTS

EVENT	DAY	TARGET DATE
RFP distributed to prospective financial institutions. First advertisement of RFP.	FRIDAY	03/01/2019
Second advertisement of RFP.	FRIDAY	03/08/2019
Bidder questions due	FRIDAY	03/15/2019
Bidder question responses released	MONDAY	03/18/2019
RFP responses due 4:00 pm	TUESDAY	03/26/2019
Recommendation finalized for council meeting packet	WEDNESDAY	04/03/2019
City council consideration of contract award	TUESDAY	04/09/2019
Execute agreements	MONDAY	04/15/2019
New bank services agreement period begins	WEDNESDAY	05/01/2019

IV. CRITERIA FOR EVALUATION

The City shall carefully review the submitted proposals. The staff recommendation to the Council shall be the proposal determined to be the “best value” for the City. The evaluation of the proposals will be based on, but not limited to, the following criteria, in no order of priority.

- Ability to perform and provide the required and requested services.
- Reputation of bidder (references) and quality of services.
- Cost of services.
- Fund availability.
- Interest paid on interest bearing accounts and deposits.
- Low aggregate cost of banking services.
- Earnings credit calculation on account balances.
- Completeness of bid and agreement to points outlined in the RFP.
- Convenience of locations.
- Previous relationship with the City.
- Financial strength, ability to meet collateral requirements and stability of institution.

V. ACCOUNT ACTIVITIES

The City anticipates establishing account similar to those currently in use, including the following:

- Distribution/Operating (Checking)
- Payroll Account (ZBA)
- Insurance Trust Account (ZBA)

Bank statements shall be provided within five (5) working days after the close of the calendar month. The cutoff cycle for all City accounts must be the last day of the month. The state shall include deposits made on the last day of the period.

The City intends to pay for all account services provided by the Bank as set forth under “Proposed Rates”. The method expected to be used for payment of these services shall be the direct payment method, compensating balances or a combination of the twp. The City shall require an account analysis statement each month indicating volume counts, fees charged, and total price for servicing the accounts. The account analysis shall also show average ledger balances, average uncollected funds, average collected balances, earnings credit rates and the amount of interest paid or credited to the account. Proposers are to submit a sample of the monthly account analysis statement that will be provided to the City.

The City shall receive same day credit for all funds deposited by 3:00 P.M.

The City reserves the right to open or close any type of account(s) throughout the contract period.

VI. BANK SERVICES

The City requests information on the following services:

- A. Interest-Bearing Accounts – The City uses interest bearing checking accounts. The proposing bank should provide information regarding interest rate formulas and calculation, and any alternate interest earning options.
- B. Balance Reporting – The City requires on-line balance reporting for daily access to its account balance information. The minimum information to be contained in the electronic reporting should be for the previous business day and include: ledger balance, collected balance, one day float amount, two-day float amount, total credits, total debits, and detail debits and credits. Historical information should be maintained on-line for two-months.
- C. Computerized Transactions – The City requires a proprietary banking or internet-based system to initiate various transactions. Potential transactions include repetitive wire transfers, ACH transfers, stop payments, and internal fund/account transfers.
- D. Positive Pay and Account Reconciliation – The City utilizes positive pay services accompanied by full or partial account reconciliation services for its most active accounts. The bank would only honor those City issued checks and ACH withdrawals that are pre-authorized through the positive pay system. Positive Pay files are transmitted electronically.
- E. Account Analysis – The City is requesting account analysis statements on a monthly basis by individual account and at group level which will reflect average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, and detail or services provided with quantities and unit fees for each to arrive at a total service cost.
- F. Bank Statements – Statements shall be provided within five (5) working days after the close of the calendar month. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements should be received on a monthly basis, even if there is no activity for the account. Images of checks, sorted by check number, and deposit slips should be included in the statement. The statement should also include a paid item listing. The City would like the option of receiving a CD containing its checks and deposit slips electronically imaged.
- G. Credit and Debit Card Payments – The City accepts as payment credit and debit cards for certain charges and service fees.
- H. Collateralization – As security for the deposits of the City, the Bank shall pledge to the City securities equal to the largest total ledger aggregate balance the City maintains in the bank, less the amount of coverage provided by the Federal Deposit Insurance Corporation (FDIC). The securities pledged shall be valued at market. The securities so pledged, the amounts thereon and the time for pledging same shall satisfy the requirements of Article 2560 Tex. Rev. Civ.

Stat. Ann. as amended by the Public Funds Collateral Act. Texas Government Code 2257, “The Public Funds Collateral Act”.

- I. Payment of Services – The City intends to pay for all services by the earnings credit amount generated by account balances, or by direct payment, or a combination of both.
- J. Account Settlement – Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on a monthly basis.
- K. Research – The City requests that all research requests be responded to within three (3) business days of the request.
- L. Bank Errors – Bank errors resulting in lost interest to the City will be reimbursed by the Bank to the City. The Bank and the City will agree upon the method of reimbursement. The Bank will notify the City in writing of all deposit corrections made, regardless of amount. The Bank will provide detail information on deposit corrections.
- M. Safekeeping and Security Clearance – The City requires security clearance and safekeeping services for the City’s investment securities. The Bank will procedures for security clearance, including time deadlines for purchase authorization notification and methods of notification. The Bank will provide information as to the type of account the securities are held and cleared through.
- N. Vendor ACH Payment System. Should the City implement a vendor ACH payment system with appropriate blocking security, the Bank will provide information and pricing related to this service option.

VII. COLLATERAL REQUIREMENTS

- A. security for the deposits of the City, the Bank shall pledge to the City securities equal to the largest total ledger aggregate balance the City maintains in the bank, less the amount of coverage provided by the Federal Deposit insurance Corporation (FDIC). The securities pledged shall be valued at market. The securities so pledged, the amounts thereon and the time for pledging same shall satisfy the requirements of Article 2560 Tex. Rev. Civ. Stat. Ann. as amended by the Public Funds Collateral Act. Texas Government Code 2257, “The Public Funds Collateral Act”.
- B. The securities pledged shall be held in safekeeping at an unaffiliated financial institution acceptable to both the City and the successful bank and governed by a tri-party custodial agreement. The original copy of all security receipts shall be filed with the Director of Finance.
- C. The selected bank and the custodial bank shall provide the City a report of securities pledged at the end of each month or at any time requested by the City. The report should reflect the total pledged securities itemized by:

- a. Name
 - b. Type / Description
 - c. Par Value
 - d. Markey Value
 - e. Maturity Date
 - f. Moody's and/or Standard & Poor's Rating
- D. Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with the proper written authorization by a City signatory. In the case of collateral level reductions, the selected bank shall provide in writing that collateral shall be available when needed to meet normal balance increases throughout the year. Any securities pledged shall have a rating of "A" or better by a nationally recognized rating firm. The Bank will provide methods and time requirements for the increase or decrease of collateral levels.
- E. The Board of Directors or designated committee of the selected bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five (5) days before the commencement of the contract period.

VIII. INVESTMENT ACTIVITIES

- A. Direct Investment Alternative – The City's direct investment activities include participation in local government investment pools, money marks mutual funds and direct investment purchases. Most direct investments are kept by the depository bank and these services are essential to the City. The City shall have the right, at its sole discretion, to direct investment of its funds.
- B. Certificates of Deposit – Certificates of Deposits (CD's) purchased for the City shall be non-negotiable and shall be registered in the name of the City. The CDs must be fully insured by the F.D.I.C. or collateralized in accordance with the RFP requirements. Proof of collateral must be supplied to the City prior to CD purchase.
- C. Interest Calculations – Interest on all CDs shall be computed on an actual day basis, and the interest shall be paid to the City as mutually agreed. The payment of principal and interest shall be made by crediting the account from which the CD was purchased.
- D. Extension of CDs – The selected bank agrees to honor and continue any CD made during the term of the Bank Depository Services Agreement that will mature after the expiration date of the Agreement at the same rate established before the expiration of the contract.

IX. OVERDRAFT PROVISIONS

The City does not intend to have a net overdraft position occur during the contract period. 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 for the purpose of paying checks, the selected bank agrees to promptly notify the Director of Finance, by telephone or other means, of the overdraft condition, and to provide the Director of Finance a period not exceeding one business day to respond and rectify the condition.

X. OTHER STIPULATIONS

- A. The successful bidder shall notify the City in writing within ten (10) days of any changes in Federal or State regulation or laws that would affect the Bank Depository Services Agreement.
- B. Notification of wire transfers shall be made to the City by the successful bidder within one (1) hour of the transaction and an electronic confirmation mailed to the City the same day of the transaction.
- C. In the event it would be ruled illegal the provisions of any Federal or State laws or regulations for the selected bank to comply with the requirements of the Bank Depository Services Agreement, the City expressly reserves the right and privilege to cancel the Bank Depository Service Agreement and to re-bid.
- D. In the event of the sale or closing of the depository institution during the term of the depository agreement the City reserves the right to terminate the agreement and seek proposals for a new depository. Notice of the City's intent to seek new proposals shall provide the institution with 30-day notice of the effective date of the termination of the contract.
- E. The selected bank's records relating to the City's accounts shall be open for review during normal business hours by designated staff member or appointed independent auditors.

XI. BIDDING REQUIREMENTS

- A. Three (3) complete copies of the proposal shall be submitted, sealed and clearly marked “Bank Depository Services,” and be delivered no later than 4:00 P.M., on Tuesday, March 26, 2019 and addressed:

Purchasing Department
City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135

Designate on the front, lower, left hand corner of your sealed response envelope, the following:

Proposal Reference Number: RFP2019-03

Subject: Bank Depository Service

NOTE: Proposals received after this deadline will not be considered.

- B. The proposing institution shall use this RFP as the Official Bid Form. Submitted prices, rates, conditions, and answers shall be included in final contract form. The signed, submitted response should include printed copies of all completed worksheets and will be deemed the bidder’s official proposal. To reduce errors and increase ease of response and evaluation, the City will supply the RFP in MS Excel format, upon request.
- C. The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- D. The City reserves the right to reject any and all proposals, and to accept the proposal it considers to be the “best value” to the City, based upon the ability to perform and provide the required and requested services; reputation of bidder and quality of services; cost of services; funds availability; interest rates paid on interest bearing account and deposits; earnings credit calculation on account balances; completeness of bid and agreement to points outlined in the RFP; convenience of locations; previous service relationship with the City; and financial strength and stability of institution.
- E. Bidder must qualify under current state law to serve as a depository bank.
- F. Transfer of funds will commence at such time the successful bidder has provided the City with all required forms and supplies necessary to insure uninterrupted day-to-day operations. Bidder shall, upon termination of contract, cooperate with the new bank for transfer of funds.

- G. There will be no formal bid opening at the expiration of the response deadline. Results of the submitted bids will be available after the City Council selects the successful bank.

Any questions concerning this RFP should be directed to:

Kelly McDonald
Purchasing Coordinator / Risk Manager
City of Lake Worth
3805 Adam Grubb
Lake Worth, Texas 76135
817.255.7950
817.237.9684 fax
purchasing@lakeworthtx.org

XII. MISCELLANEOUS

- A. The City requires, at minimum review meetings to evaluate the working relationship between the City and the selected bank. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements. The City may require additional meetings to address any issues that they deem requires immediate attention.
- B. The final appointment of the selected bank shall be made by contract award of the City Council. The selected bank may be required to enter into a contract that incorporates all of the requirements of this RFP. Otherwise, the selected bank's RFP, as the OFFICIAL BID FORM, will be accepted. Additional contract attachments include: tri-party custodial agreement, FIRREA bank certification, and PFIA investment provider certification.
- C. This RFP has been duly advertised and is being offered for consideration to financial institutions as permitted by the City policy.
- D. The following person is duly authorized to act on behalf of the City in offering this Request for Proposal.

Debbie Whitley, Assistant City Manager/Director of Finance

The successful Vendor may not assign their rights and duties under an award without the written consent of the Purchasing Coordinator. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

VENDOR AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS LAKE WORTH, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF LAKE WORTH (HEREINAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO , DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF VENDOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. VENDOR FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OR ANY OF THE REQUIREMENTS AND REVISIONS OF THE AGREEMENT BECAUSE OF ANY FAILURE OF VENDOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, AND INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Lake Worth's bid process. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
State HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of the certification to this form and return with bid.

Company Name: _____
Representative: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No.: _____ Fax No.: _____

Indicate all that apply:

- ☐ Minority-Owned Business Enterprise
☐ Women-Owned Business Enterprise
☐ Disadvantaged Business Enterprise

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Lake Worth after the official opening.

The undersigned affirms that the Bidder has familiarized itself with local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees on behalf of Bidder that if this bid is accepted, Bidder will furnish all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The undersigned affirms that they are duly authorized to execute the contract, that the bid has not been prepared in collusion with any other Bidder, nor any employee of Lake Worth, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Lake Worth prior to the official opening of this bid.

Vendor hereby assigns to purchase all claims for overcharges associated with contracts which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications and any attachments contained in the bid package. Failure to sign and return will result in the rejection of the entire bid.

Signature

X

Authorized Representative

Name and Address of Company:

Date: _____

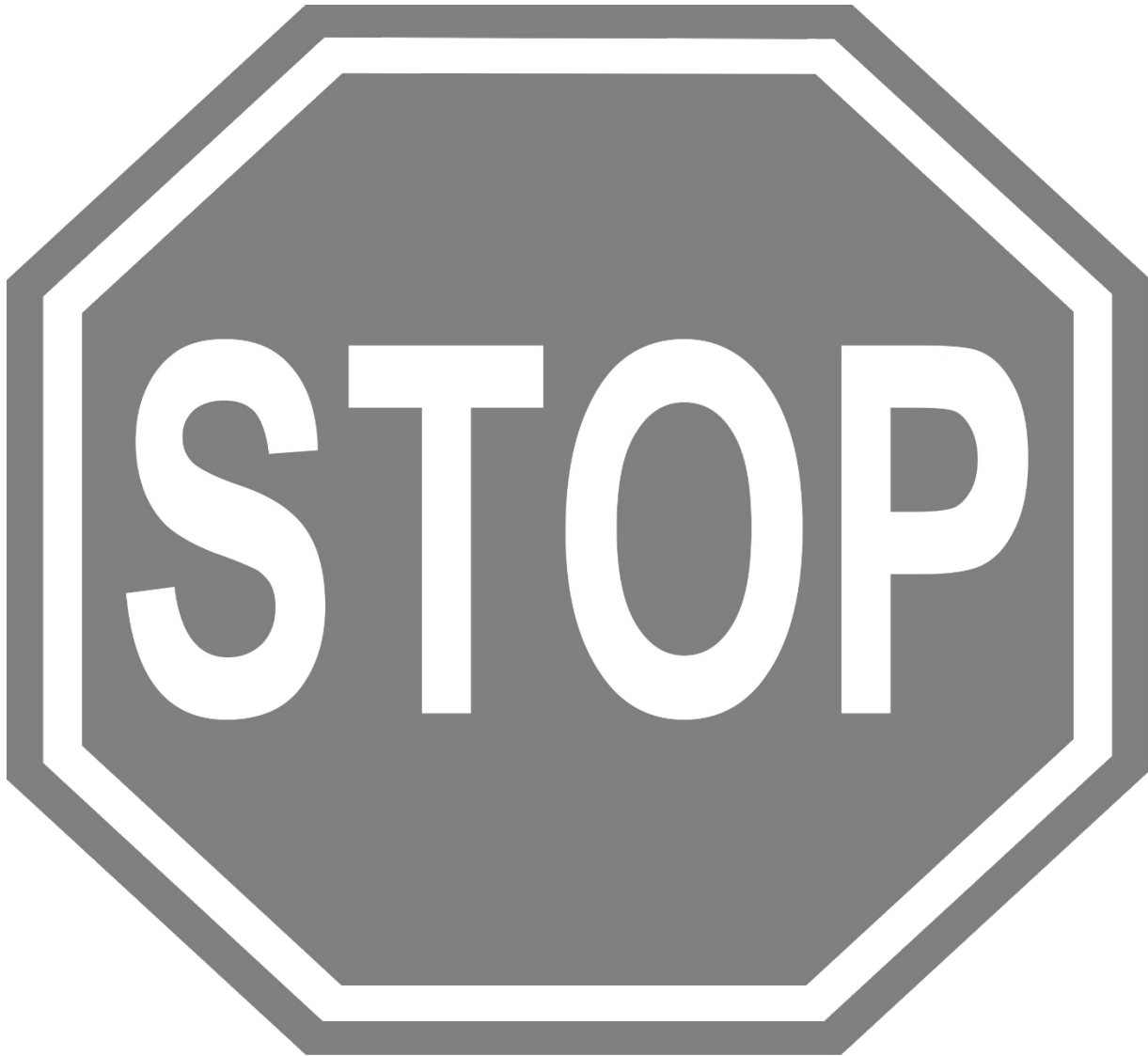
Name: _____

Title: _____

Tel. No. _____

Fax No. _____

Email Address: _____



**Did you provide sign your Bid and/or your
Addendum?**

If not, the Bid will be rejected.

The following information applies ONLY to an awarded Vendor

Certificate of Interested Parties (Form 1295)

In 2018, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract.

The Filing Process:

1. Prior to award by City Council, bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate Number.” Bidder must print, sign Form 1295.
3. Within ten (10) business days from notification of pending award by the Lake Worth Purchasing Department, the completed Form 1295 must be submitted to the City of Lake Worth.
4. Bidder will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Lake Worth contract.

Instructions and information are available at <https://ethics.state.tx.us/1295-info.htm> or you may call the Texas Ethics Commission at (512) 462-5800.

**BY SIGNING ON THE “COMPLIANCE PAGE”
BIDDER AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid in response to this solicitation, the bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of bid submission and time of award, the Bidder will notify the Lake Worth Purchasing Coordinator. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACT WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel is defined by Texas Government Code Section 808.001, effective September 1, 2017.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid in response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Lake Worth Purchasing Coordinator, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature

X

Authorized Representative

This Form Must Be Signed.

The Original with Original Signature and One (1) Copy Must Be Returned with Bid.

REQUIRED ATTACHMENTS
(Please attach in the order requested)

- 1) Monthly account analysis statements that will be provided to the City with indication of any capability to provide the information electronically.
- 2) Schedule and detailed explanation of funds availability, showing both time and day of availability, and specify the institution location to which the availability is applicable.
- 3) Explanation of the institutions' policy and methodology used in setting rates paid on interest bearing account and account analysis earnings credit. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the deferral funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid, with at least 18 months of history.
- 4) Custody Agreement clearly stating that the Custodian is instructed to release the collateralized securities to the City if the City has determined that the selected bank has failed to pay on any account, including but not limited to matured investments in Certificates of Deposit, or of the City has determined that the City's funds are in jeopardy for any reason, including but not limited to involuntary closure or change in ownership. The Custody Agreement shall have signatories and be executed by the Custodian, the selected bank, and the City.
- 5) Latest annual financial statements, the most recent quarterly F.D.I.C. call reports, and the Uniform Bank Performance Report for the latest fiscal year end.
- 6) Information describing the institution's security measures to prevent fraud and unauthorized electronic and non-electronic transfers and protect the integrity of computer banking services and internal computer systems.
- 7) Technology specifications for use of all proposed electronic systems and services.
- 8) Sample of monthly Safekeeping Account statement.

PROPOSED RATES

(NOTE: Please highlight changes to item descriptions or measurement units)

Account Maintenance	2			0.00
ZBA Balance Acct Master	1			0.00
ZBA Balance Acct	2			0.00
Electronic Debits	56			0.00
Checks/Debits Posted	7			0.00
Checks/Debits Posted Image	160			0.00
Electronic Deposits/CR	134			0.00
Depostis/Credits Posted	24			0.00
Photocopy	5			0.00
Bank Confirmation	2			0.00
Branch Coin Furnished	15			0.00
Branch Coin & Currency Dep	2			0.00
Cks Dep-On Us	244			0.00
Cks Dep-In State	875			0.00
Cks Dep-Out of State	391			0.00
Encoding of Cks Dep	1510			0.00
Rejected Items	11			0.00
R/I Returned Deposited Itmes	5			0.00
Deposit Correction - DB	1			0.00
Deposit Correct CR	1			0.00
Deposit Correction Notice	1			0.00
Pos Pay - Exceptions	1			0.00
Pos Pay w/o Recon	167			0.00
Pos Pay Return	1			0.00
Pos Pay Exception Rpt	3			0.00
Acct Recon Data Tran	8			0.00
ACH DB Originated	4			0.00
ACH CR Originated	456			0.00
ACH Return Credit Items	1			0.00
TS Corp ACH Data Transm	4			0.00
ACH Pos Pay-Mo-Per-Sect	2			0.00
ACH NOC Credit	1			0.00
Corp ACH Module	1			0.00
Corp Book Transfer	1			0.00
Corp Domestic Wire Out	1			0.00
Incoming Wire/Notify	1			0.00
Corp Account	3			0.00
Corp Bal Rpt-Detail DB	223			0.00
Corp Bal Rpt-Detail CR	158			0.00
Corp ERD-ACH/RET/NOC	1			0.00
Corp ERD Module	1			0.00
Corp Wire Module	1			0.00
Alert Module	1			0.00
Alerts Email or Text	22			0.00
Alerts- Voice	1			0.00
Alerts - Fax	1			0.00
Secure Shipping Fee	1			0.00

PROPOSED RATES

Indicate below the rates paid at the close of the quarter on interest-bearing account in 2019. Indicate if the rates are applied to ledger balances or collected balances. Indicate if the rates are based on a market rate such as T-bill discounts or yield rate.

INTEREST RATE PAID ON INTEREST-BEARING ACCOUNT

March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
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Rates are based upon: ☐ Ledger Balances ☐ Collected Balances

Basis for Rates:

EARNINGS CREDIT RATE INTEREST

March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
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Rates are based upon: ☐ Ledger Balances ☐ Collected Balances

Basis for Rates:

SWEEP ACCOUNT INTEREST RATE

March 31, 2018

June 30, 2018

September 30, 2018

December 31, 2018

Rates are based upon: ☐ Ledger Balances ☐ Collected Balances

Basis for Rates:

State monthly fees for sweep accounts and state if fees may be analyzed.

TREASURY MANAGEMENT SERVICE

The City will require Internet access with the bank using the City's network computer system. This service must provide information on checks cleared on the City's accounts, status of deposits and available funds, capability for making intra-account transfers, stop payments and wire transfers. Additionally, it must allow ACH processing for direct deposit of employee paychecks and utility bill payments.

Does your institution provide this service? ☐ Yes ☐ No

Monthly Cost of Service:

One Account _____

Each Additional Account _____

Set-Up Charge _____

State any other fees or per item fees that apply to this service.

OPTIONAL SERVICES

Bidders are to provide attachments detailing the following services. Please include additional services that may be thought to be beneficial. Please itemize any related fees.

- Account Reconciliation with Positive Pay
- CD ROM
- ACH Blocks
- Cash & Coin Processing (Branch and/or Vault)
- Zero Balance Account
- Remote Capture

Is the bidder offering any incentives? If so, please describe.

OVERDRAFTS

Overdrafts are not anticipated to occur, however, should a new overdraft condition occur, the following stipulations shall apply:

Maximum number of banking days the overdraft shall be allowed:

Maximum amount of the overdraft

\$

Interest rate per annum computed on the overdraft:

%

PERSONNEL CONTACT INFORMATION

Bidder shall provide a list of all contact personnel within the Bank for communication and assistance with the City:

<u>Description</u>	<u>Name</u>	<u>Title</u>
Relationship Officer		
General Information		
Investment and Safekeeping		
Accounting/Bookkeeping		
Deposit Discrepancies		
Balance Reporting		
Account Reconciliation		
ACH Processing		