



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

REQUEST FOR PROPOSAL

BANK DEPOSITORY CONTRACT FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 11WCP1005

PROPOSALS MUST BE RECEIVED ON OR BEFORE: APRIL 19, 2011 – 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: APRIL 19, 2011 – 2:00 PM

PRE-BID CONFERENCE WILL BE HELD ON:
WEDNESDAY, April 06, 2011 AT 2:00 PM
IN THE WILLIAMSON COUNTY PURCHASING DEPARTMENT, WILLIAMSON COUNTY INNER
LOOP ANNEX,
301 SE INNER LOOP, STE 106, GEORGETOWN, TEXAS

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 1:30 PM on Tuesday, April 19, 2011.** Proposals will be publicly acknowledged at 2:00 PM or soon thereafter in the Williamson County Purchasing Department located in the Inner Loop Annex, 301 SE Inner Loop - Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock – Purchasing, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

TRIPLICATE: All bids must be submitted in quadruplicate (one (1) original complete proposal set, two (2) copies of the proposal set) AND one (1) CD (including all required documents). The proposal sets should be marked "original" or "copy". The original set must contain original signatures. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Worksheet and any other required documentation.

SEALED: All proposals must be returned in a sealed envelope with the **proposal name, number, opening**

date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be acknowledged and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.; unmarked or improperly marked proposals; or proposals delivered to the wrong location.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate

proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

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

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County. In determining the overall best Proposal, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a Proposer's principal business location in determining the overall lowest and best Proposal.

Option 2 – TLGC § 271.907. This option allows the County to evaluate Proposal and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Proposal should provide information in narrative form indicating the anticipated air quality impact. Proposer's are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson

County. No different or additional terms will become a part of this contract with the exception of a change order.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Vivian L. Wood, Williamson County Treasurer, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

CONTRACT PERIOD: The Contract Period is June 1, 2011 through May 31, 2015.

This contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance. Either party upon sixty (60) days written notice prior to cancellation may terminate the contract.

PROPOSAL CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop - Suite 106
Georgetown, TX 78626
(512) 943-1554
khancock@wilco.org

TECHNICAL CONTACT:

Vivian L. Wood
710 Main Street, Suite 105
Georgetown, TX 78626
(512) 943-1540
vwood@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: The price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may

award a Contract for the period implied or expressly stated in the best proposal.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be between 8:00 am and 5:00 pm, Monday through Friday, unless otherwise stipulated. The delivery location is Williamson County Treasurer, Attn: Vivian L. Wood, 710 Main Street, Suite 105, Georgetown, Texas 78626.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the Williamson County Treasurer, 710 Main Street, Suite 105, Georgetown, Texas 78626 for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount

- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given 60 days to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local

laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

PROPOSAL SPECIFICATIONS

BANK DEPOSITORY CONTRACT

NOTICE:

The selection of County Depositories and the terms of depository contracts are governed by Texas Local Government Code Annotated, Chapter 116 and Chapter 117 (Vernon Statutes 1999 and Supp.2000)

GENERAL SPECIFICATIONS:

- 1.1 **SCOPE OF THE CONTRACT** - It is the intent of the Williamson County Commissioners' Court to contract with bank(s) desiring to be designated as the Williamson County Depository Bank or a Williamson County Sub-depository Bank. The Contract will include Williamson County Public Monies, the Registry Funds held by the County Clerk, the Registry Funds held by the District Clerk, the Funds held by the Williamson County Community Corrections Department, funds collected by the Tax Collector, other funds collected or held under the tax identification number of Williamson County and those funds in accounts authorized by the Williamson County Commissioners' Court.
- 1.2 **RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION** - Each and every section and subsection of the Request for Proposal requires a response from the Bank Depository applicants. Banks submitting a proposal to become a Sub-depository Bank should complete only the sections applicable to a banking relationship as Sub-depository Bank. Responses should be carefully considered. Applicants must format responses in the same sequence as the Request for Proposal. Where totally appropriate, responses may consist of phrases such as "understood", "agreed", "no exception", or "not applicable".
- 1.3 **MINOR EXCEPTIONS** - Minor exceptions, conditions, or qualifications to any provision of the County's specifications must be clearly identified as such, stating the reasons therefore.
- 1.4 **DOCUMENT ON CD** - At Proposer's request, this document will be furnished as a "WORD" file on CD to facilitate the completion of the bid.
- 1.5 **PREBID CONFERENCE** - All Banks interested in bidding for the Depository Contract are **encouraged** to attend a pre-bid conference, which will be held in the Williamson County Purchasing Department 301 SE Inner Loop, STE 106, Georgetown, Texas at 2:00 p.m. on April 06, 2011
- 1.6 **QUESTIONS AND CLARIFICATIONS; ADDENDUMS; ADDITIONAL INFORMATION** - Any questions or requests for clarifications in regards to the specifications must be submitted **in writing by Wednesday, April 13, 2011** to:

Vivian L. Wood, Williamson County Treasurer
Phone 512-943-1540 ** Fax 512-943-1590 ** E-mail vwood@wilco.org

A written response to questions submitted and any addendums will be mailed, faxed, or e-mailed to all banks who have received the Request for Proposal via mail, fax or email by Williamson County. All other participants are responsible for downloading addendums or any additional information from Williamson County's vendor portal at: <http://wilco-online.org/ebids/bids.aspx> .

- 1.7 **DISPUTES** - In the event of any dispute related to this agreement, the decision of the Williamson County Judge shall be final and binding on the parties, subject to any civil remedy or determination otherwise available to the parties.
- 1.8 **VENUE** – It is contemplated that this agreement shall be performed in Williamson County, Texas and the venue and jurisdiction of any suit, right or cause of action arising out of or in connection with this agreement shall lie exclusively in Williamson County, Texas.
- 1.9 **OFFERING OF PROPOSAL PRICES** – The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Request for Proposal. The period of acceptance of this proposal will be thirty (30) calendar days unless the Proposer notes a different period. **Banking services not detailed on the worksheet will be provided at no cost or at a cost mutually agreed upon between the County and the Bank.**
- 1.10 **NONCONFORMING PROPOSALS** – Any proposals not conforming to the specifications shall be rejected. It will be the responsibility of the proposer to conform to the specifications unless deviations have been specifically cited by the proposer and acceptance made on the basis of the exception.
- 1.11 **ACCEPTANCE AND RIGHT TO INSPECT** – Payment shall not constitute an acceptance of the item(s) proposed nor impair the County's right to inspect any of its remedies.
- 1.12 **PROPOSAL PRICES NO HIGHER THAN CUSTOMARY PRICES:** The price to be paid by the County shall be that contained in the Proposal Worksheet, which the Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.
- 1.13 **INSURANCE REQUIREMENTS:** All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract. Proof of insurance must be provided to Williamson County prior to contract signing.
- 1.14 **PROPRIETARY PRODUCT:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.
- 1.15 **TITLE AND RISK OF LOSS:** Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to Williamson County until the County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.
- 1.16 **CLAIMS, SUITS, CAUSES OF ACTION:** Vendor shall provide the defense for and indemnify and hold harmless Williamson County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Vendor's use of the premises there under.
- 1.17 **WARRANTIES:** The Proposer agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Proposer to any customer for such goods, equipment, supplies, or services. The Proposer shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract void at the option of Williamson County. The Proposer warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.
- 1.18 **REFERENCES:** The Proposer shall attach a list of references of current Public Fund users that utilize Cash Management Products similar to those requested in the proposal worksheet. Failure to do so may render the proposal unresponsive. (Not required of Sub-depository proposers.)
- 1.19 **ADDITIONAL INFORMATION:** Williamson County's investment policy will be provided to vendor once bank is selected.

CONTRACTURAL REQUIREMENTS:

- 2.1 **TWO TYPES OF BANKING RELATIONSHIPS** - The following specifications provide for two types of banking relationships: 1) The Depository Bank will handle daily banking services including , but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts and time deposits; 2) Sub-depository Banks will be authorized to handle checking accounts, other types of interest-bearing accounts, non-interest bearing accounts, and time deposits, not to exceed the Federal Deposit Insurance Corporation's limit per account.
- 2.2 **COMPLIANCE WITH STATUTES** - By returning the Proposal Worksheet the Bank acknowledges that it understands the Revised Civil Statutes of Texas, Article 2544. et seq. of the Revised Civil Statutes of Texas as revised by TLGC, Chapter 116.000 through 116.155, Chapter 117.001 through 117.057 as passed by the 70th leg. 1987, amended by the 71st leg. 1989, 72nd leg. 1991, 73rd leg. 1993, 74th leg. 1995, 75th leg. 1997, 76th leg. 1999, 80th leg. 2007, and Article 2547 a, b, c; and Article 2558a et seq. that pertain to the managing and safekeeping of County funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes will be referred to as the "Code".
- 2.3 **BANK AFFILIATION** - Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A bidder must be a Federal or Texas chartered bank doing business in and having a full service facility within Williamson County, Texas. Banks who operate under State of Texas bank charter may submit a proposal without membership in the Federal Reserve System. State chartered banks **MUST** be able to perform **ALL** services required by this Request for Proposal for either the Depository Bank and/or the Sub-depository Banks.
State chartered banks who are submitting a proposal **must** be a member of the Federal Deposit Insurance Corporation.
- 2.4 **DURATION** - The contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a depository (June 1, 2011 to May 31, 2015). If a time deposit maturity extends beyond the expiration date of the depository contract, the issuer will pledge sufficient securities allowed by law for public funds to Williamson County for the duration of the time deposit.
- 2.5 **RENEGOTIATIONS** - Section 116.021 (b) (1) (2) of the Code specifies that:
"If the contract is for a four-year term, the contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract if:
(1) the new financial terms do not increase the prices to the County by more than ten (10) percent; and
(2) the County has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable interest rate options proposed by the bank.
- 2.6 **INVESTMENTS MADE OUTSIDE DEPOSITORY BANKS** - Williamson County reserves the right to make investments outside the Depository Bank and Sub-Depository Bank(s) in accordance with the Laws of the State of Texas, as a result of court order, and the Williamson County Investment Policy. All investment purchases shall be made on a delivery versus payment basis.
- 2.7 **SUBMITTING FINANCIAL STATEMENTS** - Banks wishing to be designated as the Depository Bank or a Sub-depository Bank will include as part of the Proposal:
- (1) The Bank's last three (3) quarterly Uniform Bank Performance Reports.
 - (2) The Bank's last three (3) Call Reports.
 - (2) The Bank's Annual Financial Reports for the past two (2) years.

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

- 2.8 **GOOD FAITH GUARANTEE** - A Bank desiring to be the Depository Bank must submit with the Proposal Worksheet a certified check or a cashier's check in the amount of **seven hundred six thousand one hundred nine dollars and seventy one cents (\$706,109.71)** which is one-half (1/2) percent of the County's revenue for the preceding fiscal year, per the TLGC Code 116.023 (c), and **six thousand four hundred ninety six dollars and forty four cents (\$6,496.44)** which includes one-half (1/2) of one (1) percent of the Registry funds held by the County and District Clerks during the preceding fiscal year, Code 117.021 (c)], for a total of **seven hundred twelve thousand six hundred six dollars and fifteen cents (\$712,606.15)** made payable to Williamson County as a guarantee of good faith. The check will be held by the County until a Depository Bank is selected. At that time all certified checks will be returned to the proposers.
- 2.9 **LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY** - As stated in Code Section 116.023: "If a bank is selected as a depository and does not provide the bond and/or security, the County shall retain the amount of the check as liquidated damages", a new depository shall then be selected.
- 2.10 **"GOOD FAITH GUARANTEE" NOT APPLICABLE TO SUB-DEPOSITORY BANKS** - The Code does not require a Bank desiring to be designated as a Sub-depository bank to submit the above funds described under "Good Faith Guarantee".
- 2.11 **SECURITY** - Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. The County will accept Surety Bonds and/or a Securities Pledge Contract provided for under TLGC Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond. To compensate for increases or decreases in County Deposits and fluctuations of market value of pledged collateral, the minimum market value of collateral will be **110%** of County deposits.

Pledged securities shall be the kind prescribed by law under Code Chapter 116, and must be acceptable to Williamson County. The following securities are acceptable to Williamson County:

1. U.S. Treasury Notes
2. U.S. Treasury Bills
3. Government National Mortgage Association Certificates
4. Federal Farm Credit Banks Notes and Bonds
5. Federal Home Loan Banks Notes and Bonds
6. Federal National Mortgage Association Notes and Bonds
7. Federal Home Loan Mortgage Corporation Notes and Bonds
8. State of Texas Bonds
9. Bonds of City, County and Independent School Districts located in Texas with a Moody's rating of AA or better or a Standard and Poor's rating of AA or better.

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

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

SERVICE REQUIREMENTS

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

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

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

- 3.2 **ON-LINE SERVICES** - It is requested that as a part of the proposal the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payment requests, confirmations, detailed debits and credits and (e)-statements. Attach product description, pricing, and sample reports for the on-line PC link available.

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

- average ledger balance
- average float
- average collected balance
- average negative collected balance
- average positive collected balance
- reserve requirement
- available balance for earnings credit
- price levels for each activity
- monthly volumes by type
- earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)

A sample account analysis report will be provided as part of the Proposal.

- 3.4 **STATEMENTS** - Monthly bank statements will be provided as paper copy AND (e) statement and will include checks, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.

A hard copy of canceled checks in addition to checks on CD shall be furnished to the County at months end.

Statements should be processed no later than five (5) business days after the close of each month.

A sample bank statement will be included as a part of the Proposal.

- 3.5 **PAYROLL DIRECT DEPOSIT** - Bank must provide the capability for the county to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice. The bank shall also provide a bank payroll debit card at no cost to the County employee. Bank may charge a replacement fee for lost or damaged cards.

- 3.6 **ACH TRANSACTIONS**- Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits.

- 3.7 **WIRE TRANSFERS** - Bank must provide the ability to send wire transfers on an automated or manual basis, and also to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.
- 3.8 **INTEREST RATES** - Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank (refer to page 15 of this document). Williamson County reserves the right to select the rate most favorable to the County at anytime during the term of the contract, within the guidelines of Code 116.021 (b).
- 3.9 **DISBURSEMENT SERVICES** - A successful Proposer will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment. Bank must also agree to cash, without charge to the County or County employee, an employee's payroll check whether or not the employee has an account with the Bank. This will include any of the Bank's locations or motor-bank facilities in Williamson County.
- 3.10 **POSITIVE PAY** – The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by the Treasurer before checks are paid by the bank. Any applicable cost should be quoted.
- 3.11 **DEPOSIT SERVICES** - The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the proposal.
- 3.12 **CASH OVERDRAFTS** - For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged.
- 3.13 **COMPUTERIZED OUTPUT** - The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.
- 3.14 **SECURITY SAFEKEEPING** - Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided. Indicate costs associated with a security purchase settlement.
- 3.15 **PAYMENT FOR SERVICES** - The County requests that payment for services and supplies provided be as follows:
- Settlement for service charges will occur every six (6) months. If the earnings credit exceeds the total service charges for the six (6) months, there is no service charge payment due. If the earnings credit is less than the total service charges for the six (6) month period, an invoice for the amount of the net deficiency will be presented to the County Treasurer.
- 3.16 **CASH MANAGEMENT** - On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products. Proposers are invited to propose additional cash management services that are not specified herein.
- 3.17 **EXPENSE ALLOWANCE** – State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps, and etc.)
- 3.18 **PROPERTY TAXES** - Williamson County is currently serving as collector of property taxes for approximately 88 governmental entities within the County. Collections for other entities are transferred daily by ACH or intrabank transfer to the entities' accounts. Collections of tax funds must be collateralized per the requirements of state law until they have cleared the County's account. Collateral for this account will be paid for by Williamson County. Daily tax collections are not material except in time period approximately December 01 through February 01. During this period the daily collections are transferred to the other entities daily via ACH transfers. The balances are in the account until the daily ACH's clear. Tax collections received totaled \$ 20,000,000.00 on January 28, 2011. Due to potential additional taxing entities the total may be increasing to approx. \$80,000,000.00. Fees for this service will be reimbursed by governmental entities.

- 3.19 **OTHER SPECIFIC SERVICES** - As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:
- Locked or Sealable bags _____
 - Laser Checks _____
 - Checks (in individual books or binders) _____
 - Deposit Slips _____
 - Endorsement Stamps _____
 - Coin Wrappers _____
 - Currency Straps _____
- 3.20 **OTHER UNSPECIFIED SERVICES AND/OR COSTS** – Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

STRUCTURE OF ACCOUNTS:

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

- Non-Interest Bearing Checking Accounts --14
Estimated balances equal ~ \$3,000,000.
- Interest Bearing Checking and/or Money Market Savings Accounts -- 23
Estimated balances equal ~ \$15,000,000. (up to \$80,000,000. during tax season)
- Controlled Disbursement Accounts -- 5
- Sweep Account -- 1
Estimated nightly balances range from ~ \$2,000,000 to \$12,000,000.

EVALUATION

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

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

- 1) Bank's financial position **10 points**
- 2) Bank's ability to pledge adequate securities against County funds **10 points**
- 3) Experience in providing depository services requested in proposal to similar accounts **10 points**
- 4) Net rate of return on County funds **10 points**
- 5) Ability to meet service requirement **10 points**
- 6) Cost of services **10 points**
- 7) Cash management products available that will enhance the County's banking procedures **10 points**

EVALUATION PROCESS – SUB-DEPOSITORY BANK(S) - Williamson County may award the Sub-depository Bank(s) contract(s) based on, but not limited to, the following criteria:

- 1) Ability to meet service requirements **10 points**
- 2) Cost of services **10 points**
- 3) Net rate of return on County funds **10 points**

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

Attachment A: Conflict of Interest



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

**Sworn and subscribed before me
by:** _____

on _____
(date)

Attachment B: Form of Proposal

**PROPOSAL WORKSHEET
BANK DEPOSITORY CONTRACT
FOR WILLIAMSON COUNTY**

PROPOSAL NUMBER: 11WCP1005

**VARIABLE AND FIXED RATE PROPOSALS:
Supply rate quotes for the following:**

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

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

Minimum Balance Required: _____ (Interest Checking Accounts)
_____ (MM Savings Accounts)

COST ANALYSIS WORKSHEET:

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your proposal figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for March 31, 2011.

BALANCE SUMMARY:

AVG POSITIVE LEDGER BALANCE*	<u>\$ 3,000,000</u>
AVG LEDGER BALANCE	\$ 3,000,000
LESS AVG FLOAT	<u>500,000</u>
AVG COLLECTED BALANCE	\$2,500,000
AVG NEGATIVE COLL BALANCE	<u>-0-</u>
AVG POSITIVE COLL BALANCE	\$2,500,000
LESS RESERVES REQ	RATE: _____
AVG. AVAIL BALANCE	_____
LESS BALANCE REQUIRED	_____
NET AVAILABLE BALANCE	_____
EARNINGS CREDIT ALLOWANCE	RATE: _____
LESS TOTAL SERVICE CHARGES	_____

EXCESS OR DEFICIT _____
Earnings credit calculated on the following balances:

Non-Interest Bearing Accts	3,000,000
Interest Bearing Accts	15,000,000
Total	\$18,000,000

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

DEPOSITORY SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
CREDITS POSTED	1,000			
ENCODING	8,000			
DEBITS POSTED	4,000			
MANUAL STOP PAYMENTS	5			
AUTOMATED STOP PAYMENTS (stale dated checks)	50			

ACCOUNT MAINTENANCE	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
NON-INTEREST CHECKING	14			
INTEREST BEARING CHECKING	20			
CONTROLLED DISBURSEMENTS	6			
SWEEP ACCOUNTS	2			

RETURN ITEM SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
RETURN ITEM	100			
RETURN-REDEPOSIT ITEM RECLEAR	40			

CASH VAULT SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
CURRENCY PER STRAP	60			
COIN PER ROLL	30			

GENERAL ACH SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
ACH DEBITS/CREDITS	3,500			
ACH TRANSMISSION	10			
MAINTENANCE	1			

WIRE TRANSFER	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
FUNDS TRANSFER - INCOMING	60			
FUNDS TRANSFER – OUTGOING	30			

CONTROLLED DISBURSEMENT	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
MAINTENANCE	3			
ITEMS PAID	3,500			

ACCOUNT RECONCILIATION	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
SORT RECON MAINTENANCE	1			
TRANSMISSION FEE	1			
SORT RECON ITEMS	4,300			
DEPOSIT RECON ITEMS	30,000			
POSITIVE PAY (APPRTAP)	3			
FAX FEES FOR POSITIVE PAY	7			

ONLINE INFORMATION SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
INTERNAL TFSFRS ITEMS	20			

SAFEKEEPING & SECURITY CLEARING	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
ACCOUNT MTN	1			
RECEIPTS HELD	20			

MISCELLANEOUS	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED

TOTALS OF ABOVE CATEGORIES	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED

DEPOSITORY BANK

The Bank **must** complete the information below to validate the Proposal for a Williamson County Depository Bank.

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

All unsigned Proposals will be disqualified.

Name and address of Bank:

Signature: _____
 Name: _____
 Title: _____
 Telephone Number: _____
 Fax Number: _____
 E-Mail: _____

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

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

References:

List three (3) references for which proposer has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUB-DEPOSITORY BANKS

The Bank **must** complete the information below to validate the proposal for a Williamson County Sub-Depository Bank.

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

All unsigned Proposals will be disqualified.

Name and address of Bank:

Signature: _____

Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

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

- A. A list of references of current Public Funds Users.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past two (2) years.
- E. A sample Account Analysis Report.
- F. A sample Bank Statement.
- G. A copy of Bank's Availability Schedule.
- H. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signer to execute this contract.
- I. A response to every section and subsection in the Request for Proposal that is applicable to a sub-depository.
- J. Cost Analysis Worksheets. Complete applicable sections.
- K. Attachments indicating other services and charges not specified in the Request for Proposal.

References:

List three (3) references for which proposer has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

RETURN PAGES BEGINNING WITH THE PROPOSAL WORKSHEET PAGE THROUGH THIS PAGE WITH YOUR PROPOSAL PACKAGE AND ALL REQUIRED INFORMATION