



*Nueces County Appraisal District  
201 N. Chaparral, Ste. 206  
Corpus Christi, Texas 78401-2503*

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*Nueces County Chief Appraiser*

**NOTICE OF  
REQUEST FOR PROPOSALS  
DEPOSITORY BANKING SERVICES**

**Solicitation Name:** RFP-2026-02 Depository Banking Services  
**Closing Time:** March 24, 2026 4:00 PM Central Time  
**District Contact:** Jennifer Williams, Interim Director of Administration, [jwilliams@nuecescad.net](mailto:jwilliams@nuecescad.net)

This Request For Proposals (RFP) is for the Nueces County Appraisal District (District) to solicit proposals from qualified financial institutions (Proposing Firms) to provide depository banking services for a base contractual term of June 1, 2026 to May 31, 2028 with one possible 2-year renewal at the District's option. This solicitation process intends to provide equal opportunity participation.

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A complete responsive proposal is submitted by the Closing Time and contains:

- Paper copy in three-ring binder with tabbed sections organized as follows:
  - Cover Letter
  - Tab/Section 1: Proposing Firm Qualities Responses (in order listed) with required forms
  - Tab/Section 2: Proposed Service Responses (in order listed)
  - Tab/Section 3: Depository Agreements and Other Contractor Documents
  - Tab/Section 4: Fee Schedule, signed
- One complete identical electronic copy on CD or USB drive

"RFP Background, Conditions and Proposal Instructions" and Sections provide detailed proposal guidance.

## RFP BACKGROUND, CONDITIONS, AND PROPOSAL INSTRUCTIONS

### 1. District

The District was established in 1979 by the Texas Legislature to appraise property in Nueces County for ad valorem tax purposes. The Chief Appraiser is responsible for all daily operations. The Director of Administration serves as the District's Investment Officer and will be the primary liaison with the Proposing Firm that becomes the Contractor for these services.

### 2. Objectives Of This RFP Solicitation Process

As part of its public fiduciary responsibilities, the District intends to obtain the services herein from qualified depository bank(s). The District's major objectives include maximizing preservation, safety and yields of funds while minimizing fees and enhancing operational efficiencies.

### 3. Anticipated Schedule

Date	Activity
02/27/26	Issue RFP
N/A	<u>Pre-Proposal Conference</u> : 9:00 am Central Time (CT), Board Room, 1st Floor, 201 N. Chaparral, Corpus Christi, Texas 78401
03/09/26	Proposing Firms email inquiries by 4:00 pm CT to District Contact
03/12/26	District responds to inquires by 5:00 pm via Addenda posted to website
03/24/26	Proposals due by 4:00 pm CT to District Contact
After	District evaluates, clarifies and/or interviews select Proposing Firms
04/09/26	(Tentative) Staff recommends a Contractor to District Board of Directors
After	District staff contact Contractor to coordinate work

### 4. RFP Specifications

RFP incorporates all amendments via written Addenda subsequently issued. Proposing Firms are expected to examine all RFP contents. Failure to do so is at the Proposing Firm's risk. Proposing Firms may propose products and services exceeding specifications as an "alternate" proposal. The apparent silence in the specifications about any detail or the apparent omission from a description concerning any point, shall be regarded as meaning that only the best commercial practice prevails. In case of ambiguities and interpretative differences, District's interpretation prevails.

### 5. Communications

All communications about this solicitation must be in writing addressed to only the District Contact on Page 1. Other District officials and employees are not authorized to respond and attempts to question others about this solicitation may result in disqualification from participating. Oral explanations and instructions are not binding.

### 6. Eligibility and Disqualification

Only responsive proposals from qualified and responsible Proposing Firms will be considered.

- a. "Responsive proposals" are those complying with RFP in all material respects.
- b. "Responsible Proposing Firms" at a minimum must:
  - i. Be duly licensed to and regularly engaged in performing this work for a reasonable time;
  - ii. Maintain adequate financial resources as required during the full term of service;
  - iii. Have a satisfactory record of past performance;
  - iv. Have the necessary management and technical capabilities to successfully perform;
  - v. Be otherwise qualified and eligible to receive a contract award under applicable federal, state, county, or municipal laws and regulations; and
  - vi. Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying.
- c. A Proposing Firm may be asked to submit proof verifying that it meets the minimum criteria necessary to be determined responsible. Refusal to provide such shall result in disqualification.
- d. Proposing Firms may be disqualified under any of the following circumstances:
  - i. There is reasonable basis to believe that collusion exists among the Proposing Firms;
  - ii. Proposing Firm is involved in any litigation with the District;
  - iii. Proposing Firm lacks financial stability;
  - iv. Proposing Firm has failed to perform under previous or present contracts with the District;
  - v. Proposing Firm has failed to adhere to the provisions established in this RFP;
  - vi. Proposing Firm has failed to submit its proposal in the format specified herein;

- vii. Proposing Firm has failed to adhere to generally accepted ethical and professional principles during this solicitation process (i.e. attempting to lobby/influence District officials); and/or,
- viii. Proposing Firm has failed to provide complete detailed fees in the proposal.

7. **Pre-Proposal Conference and Written Inquiries, as indicated on Anticipated Schedule (above)**

- A. Pre-Proposal Conference is for Proposing Firms to discuss and/or clarify the RFP with the District.
- B. Written inquiries about the RFP shall be submitted in writing according to the Anticipated Schedule.
- C. After A and/or B, District will respond by written Addenda available to all known prospective Proposing Firms via our website at <https://nuecescad.net/procurement/> . Proposing Firms must check the site regularly for any unanticipated Addenda.

8. **Preparing and Submitting Proposals – General**

- A. Use only this RFP, Addenda, and other information supplied by the District Contact to prepare proposals.
- B. Prospective Proposing Firms should provide contact information to the District Contact for alerts about any Addenda and other communications on this RFP. Otherwise, checking the District's website often is advised.
- C. Proposing Firms should submit their best offerings in the initial proposal.
- D. Proposals must be received by the District Contact by the Closing Time. No Late proposals are accepted.
- E. No contract is implied by this RFP and/or the submission of a proposal.
- F. All proposal preparation costs are borne by the Proposing Firm.
- G. Proposals must be submitted to the District Contact in sealed packaging marked on the outside with the Proposing Firm's name, address and the Solicitation Name from Page 1. Page 1 lists complete proposal elements.
- H. This RFP contains the District's anticipated needs. There may be instances in which it is in the District's best interest to permit exceptions to specifications and evaluate an alternative approach. It is vital that Proposing Firms clearly indicate where and why alternatives are proposed and explain the alternative approach to the item(s). If proposal questions, forms, and attachments do not provide the space for Proposing Firms to state such, then Proposing Firms shall describe such where requested in the instructions, the cover letter, or in a separate proposal.
- I. All proposals are open for public inspection after the contract award; however, trade secrets and confidential information in the proposals are not open for public inspection. **Proposing Firms must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "Confidential" or "Proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposing Firm agrees that such material shall be considered available public information.**
- J. FAILURE TO COMPLY WITH ALL REQUIREMENTS AND CRITERIA OR QUALIFICATIONS OF ANY KIND MAY RESULT IN PROPOSING FIRM'S PROPOSAL BEING ELIMINATED FROM CONSIDERATION.

9. **Proposal Elements and Format**

Layout and content: One paper copy of the proposal must be bound in a three-ring binder and contain the elements listed on Page 1. Uniformity between proposals helps maximize fairness in evaluations. Use standard 8.5" x 11" sheets of paper (larger sheets may be used for related tables, charts, graphics, etc.). Proposals should be clear and straightforward. Proposals that simply contain general marketing materials are not considered responsive. If replicating any text from the RFP (may request in Word), do not alter any language of the RFP, as amended by Addenda.

Cover Letter: An original cover letter **must** be on Proposing Firm's letterhead, **must** be signed by an individual legally authorized to bind the Proposing Firm, **must** state that the proposal is firm for 120 days from Closing Time, **must** specifically state that the Proposing Firm accepts responsibility for meeting the objectives and requirements specified in this RFP and all Addenda, and **must** specifically list all Addenda by number that Proposing Firm acknowledges receiving on the form provided for such. If, and to the extent that, any of these **required** inclusions are missing from the cover letter, then by submitting a proposal, the Proposing Firm **certifies stating** agreement with all of the foregoing.

Other Proposal Submissions: The remaining Sections of this RFP provide descriptions and requirements for specific services and contract terms that will be required of the Contractor over the term(s) of any resulting contractual arrangement. Each Section contains a list of related proposal questions and other requests. Proposals must include a response/submission to each item. If something does not apply, then "N/A" should be indicated. Proposals must present responses to each question/request in the same order presented in the RFP and numbered the same.

Fees: All proposed fees for all proposal elements are to be disclosed only on the Fee Schedule unless a question specifically requests disclosure of a fee in the response. Read the RFP first, then prepare responses and fees.

**10. Modifications, Withdrawals and Duplications of Proposals**

Proposals may be modified or withdrawn prior to the exact hour and date of the Closing Time by a representative of the Proposing Firm provided that his/her identity is confirmed by the District. If duplicate proposals are received, the one received later (but before the Closing Time) will be evaluated.

**11. Opening Proposals and Evaluations**

- A. Public opening of sealed proposals shall be at the time and place shown on RFP page 1.
- B. The District will open proposals in a manner that avoids disclosure of the contents to competing Proposing Firms and keep the proposals secret during negotiations.
- C. The District will first review and evaluate all proposals for compliance and completeness. Those proposals found, in the District's judgment, incomplete or failing to address the stated needs will be disregarded.
- D. Responsive proposals shall be further evaluated based on "best value" to the District and not on fees/economic impact alone. To determine the best value, the District may consider:
  - a. the reputation of the Proposing Firm and its goods and/or services;
  - b. the quality of the Proposing Firm's goods and/or services;
  - c. the extent to which the goods and/or services meet the District's needs;
  - d. the Proposing Firm's past relationship(s) with the District;
  - e. impact on the District's ability to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - f. the total long-term cost to the District to acquire the Proposing Firm's goods or services; and
  - g. any other relevant criteria specifically listed in this RFP or proposals.
- E. Proposals will be evaluated, scored, and ranked in order of which best meet the District's needs in the District's sole judgment. The main evaluation factors and weighting are as follows:

Proposing Firm Qualities	10%
Responsiveness and ability to provide services required	50%
Economic Impact	40%

The District may conduct additional interviews with selected Proposing Firms, check references and/or inspect the Proposing Firm's facilities or services in order to further explore and clarify the proposals.

- F. The District may then negotiate a contract with the highest-ranked Proposing Firm. If negotiations proceed unsatisfactorily in the District's judgment, the District will suspend those negotiations and negotiate with the next highest ranked Proposing Firm and continue in such a manner until satisfactory negotiations have been achieved.
- G. Partial Awards. The District intends to award to a single Proposing Firm for all the goods and services in this RFP. However, Proposing Firms may propose on all or any portion of the RFP. Unless the Proposing Firm specifies otherwise, the District may award the contract for any item or group of items included in the RFP to different Proposing Firms. District may at any time keep any of its funds outside any resulting depository contract(s) (i.e. sweeps, Texpool, and/or otherwise) for any reason it deems appropriate in its sole judgment.

**12. Reservation of Rights**

The District, at its sole option, expressly reserves the right to:

- A. Waive any immaterial defect, irregularity or informality in any proposal or proposal procedure;
- B. Reject any or all proposals, or parts thereof;
- C. Cancel and reissue the RFP;
- D. Extend the proposal submission date and change Anticipated Schedule at any time;
- E. Suspend this solicitation process at any point and procure any item(s) by other means;
- F. Increase/decrease the actual quantities specified herein, unless Proposing Firm specifies otherwise;
- G. Eliminate and exclude any individual goods and services from contract award;
- H. Consider and accept an alternate proposal, as provided herein, when most advantageous to the District, in the event no proposal fully complies with all requirements and criteria used to determine the best proposal;
- I. Halt or suspend any part of or all of this solicitation at any point in the process;
- J. Retain and own all proposals submitted, whether accepted or rejected;
- K. Further explore and negotiate with the Proposing Firm that, in the District's sole judgment, provides the best value for the services specified herein; and
- L. The District may also suspend any negotiations if such is not progressing in a manner acceptable to the District, and commence negotiations with the next best rated Proposing Firm.

**13. Conflicts of Interest**

Proposing Firms must comply with the conflict of interest provisions dictated by the District and applicable law. Proposing Firm must file with the District a Disclosure Of Interests on the form supplied herein.

**14. Historically Underutilized Business, Minority Business Enterprise and Other Business**

The District encourages participation in this solicitation by DBE/HUB/Minority business and requires all those seeking to conduct business with the District to provide relevant information on the form included herewith.

**15. Protests**

In the event that a Proposing Firm desires to protest any procedure, the Proposing Firm should present such protest, in writing, to the Chief Appraiser within three (3) business days following the proposal due date. The protest shall state the name and address of the protestor, refer to this RFP, contain a statement of the grounds for protest, and contain any supporting documentation.

**16. Resulting Depository Agreement**

Section 6.09 of the Texas Property Code places a limit on appraisal district depository contracts to two years with one option to renew for another two years, after which a new solicitation process must take place.

The District anticipates that the selected Proposing Firm’s banking and other related agreements will be used. Samples of such are requested later in this RFP as part of the proposal submission.

After selecting a Proposing Firm to serve as Contractor, efforts will be made to incorporate any mandatory terms outlined throughout this RFP. The District notates which terms will be mandatory where those items are addressed herein.

## **SECTION 1: PROPOSING FIRM QUALITIES**

In addition to the eligibility criteria listed in "RFP Background, Conditions and Proposal Instructions", the District requires that a Proposing Firm be qualified and duly licensed as a bank doing business in Texas to perform the services required, is a fiscally strong banking institution that provides the services outlined on an uninterrupted basis, be FDIC insured and will execute a depository/collateral agreement under the terms of FIRREA. The District prefers institutions conveniently located to provide convenient physical access to the District and its agents.

1. State Proposing Firm's legal name and address of its headquarters.
2. List the name, title, contact information of the authorized liaison(s) for the proposal.
3. Certify that Proposing Firm meets all criteria to be eligible to provide these services to the District.
4. Provide the address of the primary location from which the services shall be provided.
5. List the representative(s) and any alternate(s) who shall serve as ongoing liaison with the District for services along with title(s), contact information, hours of availability and brief professional biography on each.
6. The District reserves the right to require substitution of representative(s) deemed to be, in District's judgment, not satisfactorily performing. Confirm acceptance of this term.
7. Provide the following for the Proposing Firm:
  - a. Most recent audited financial statement.
  - b. Proposing Firm will provide its annual audited financial statements to the District each year during the contract period(s). Please acknowledge acceptance of this term.
  - c. Most recent call report,
  - d. Proposing Firm will provide its call report, Schedule RC to the District quarterly during all the contract period(s). Please acknowledge acceptance of this term.
  - e. Rating agency rating (Highline, Veribanc or comparable independent rating service). If such rating is not available, provide the long-term and subordinate debt ratings.
  - f. Proposing Firm will be responsible for notifying the District within thirty (30) days of any change in the rating throughout the contract period(s). Please acknowledge acceptance of this term.
8. Describe Proposing Firm's philosophy and approach to satisfying the customers' banking and customer service needs while highlighting any unique factors that set Proposing Firm apart from its competition.
9. Has Proposing firm been cited by regulatory agencies in the last 24 months? Explain.
10. Provide contact information for two to three references of similar governmental customers.
11. Complete and submit the following forms on the following pages.
12. During the contract period(s), Proposing Firm shall be obligated to promptly update the District on any changes in status of these. Please acknowledge acceptance of this term.

**Attachment A: Certification Forms (Page 1 of 5)**

**CERTIFICATION FORM**

In submitting this bid, I certify as follows:

1. **Non-Collusion Certification:** The undersigned Firm hereby certifies that it has made this proposal independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to this proposal, with any other Firm or with any other competitor;
2. **Proposal Validity Certification:** The undersigned offers and agrees, if this offer is accepted within 90 calendar days from the proposal due date, to furnish any or all services upon which fees are offered at the designated point within the time specified;
3. **Non-Debarment Certification:** The undersigned Firm hereby certifies that it is not included on the U.S. Comptroller General's Consolidated List of Persons or firms currently debarred for violations of various contracts incorporating labor standards provisions;
4. **Non-Conflict Certification:** The undersigned Firm hereby represents and warrants that no employee, official, or member of the District's Board of Directors is or will be peculiarly benefited directly or indirectly, in this Contract; and
5. **Non-Inducement Certification:** The undersigned Firm hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the District with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

The undersigned hereby further certifies that s/he has read all of the documents and agrees to abide proposal by the terms, certifications, conditions, and addenda thereof.

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTACHMENT A – CERTIFICATION FORMS (Page 2 of 5)**

Business Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Mailing Address: \_\_\_\_\_  
(P.O. Box) (City) (State) (Zip Code)

Telephone: (Office) \_\_\_\_\_ (Fax) \_\_\_\_\_

S.S.# or Tax ID #: \_\_\_\_\_

Firm Owner(s): \_\_\_\_\_

Firm CEO: \_\_\_\_\_

Date firm was founded: \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT:**

Receipt of the following addenda is acknowledged (provide addenda number)

\_\_\_\_\_

ATTACHMENT A – CERTIFICATION FORMS (Page 3 of 5)

BUSINESS DESIGNATION FORM

**PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:**

**YES**  **NO** - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Texas Certified HUB:

<http://www.window.state.tx.us/procurement/prog/hub/>

**YES**  **NO** - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

**YES**  **NO** OTHER (PLEASE SPECIFY):

THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

**THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.**

Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ - - Ext. \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_ - - \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Form

Signer's Name: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_

**ATTACHMENT A – CERTIFICATION FORMS (Page 4 of 5)**

**DISCLOSURE OF INTERESTS CERTIFICATION**

FIRM NAME: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is:            1. Corporation                             2. Partnership                             3. Sole Owner   
                         4. Association                             5. Other  \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each “employee” of the District having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

2. State the names of each “official” of the District having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	TITLE
_____	_____
_____	_____

3. State the names of each “board member” of the District having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

**ATTACHMENT A – CERTIFICATION FORMS (Page 5 of 5)**

4. State the names of each employee or officer of a “consultant” for the District who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME	CONSULTANT
_____	_____
_____	_____

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Nueces County Appraisal District as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT B - CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either **(1) requires an action or vote by the governing body of the entity or agency before the contract may be signed** or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**The successful Contractor must submit Form 1295 to the District. A sample is on the following page.**

Further details are available at: <https://www.ethics.state.tx.us/filinginfo/1295/>

**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.

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 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested party.

**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)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Must file online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)

**SECTION 2: SERVICES**

The District is funded primarily from quarterly payments from its taxing units. There are three checking accounts (DDAs) and an external local government investment pool. Anticipated depository-related levels are shown below and on the separate fee schedule. **Note: A compensating balance/ECR is planned to be utilized over the contract period(s) to cover fees. This plan and the estimated quantities on the fee schedule may or may not be the case during the contract period(s).**

Account	Average Monthly		Type	Some Details
	Ledger	Collected		
General	\$ 2,414,490	\$ 2,399,869	DDA	(Main operating account) remote, checks.
Payroll	\$ 79,220	\$ 79,220	DDA	Transfers from General, ACH, checks, various e-pay.
Employee Benefits Plan & Trust (EBPT)	\$ 166,890	\$ 165,675	DDA	(Health/dental/vision insurance) transfers, deposits, e-pay. These are fiduciary assets.
TexPool	\$ 4,000,000	n/a	Pool	External to bank, funds invested for longer-term needs.

- All DDAs are interest bearing checking accounts.
- Sufficient balances are maintained in DDA accounts to meet current needs and any compensating balance. Longer-term cash needs are invested in TexPool to maximize earnings.
- General account:
  - Most operating activities, transfers to other DDAs and TexPool (ACH credit/debit initiated via TexPool site).
  - Taxing entity funding of about \$2.6 million deposited per quarter (checks via remote deposit).
  - Average of 80 checks monthly issued generally on Fridays.
  - Deposits of coin and cash delivered to bank.
- Payroll account:
  - Receives funding from intra-bank transfers from General.
  - Biweekly net payroll for about 79 employees averages \$132,000 is paid via ACH batch and 1-3 checks.
  - Other items paid via 3 checks and e-payments (via EFTPS, Smartnet, etc.) for deductions and tax remittances.
- EBPT account:
  - Health and welfare insurance program funds are considered segregated fiduciary assets.
  - A third-party benefits administrator (TPA) handles the activities in this account.
  - About 4-9 payment batches via V-Pay monthly for benefit claims and administration fees.
- More detail about individual service requirements is provided in the RFP.
- The Fee Schedule reflects consolidated estimated monthly volumes.
- The District maintains an Investment Policy compliant with Texas Government Code Sections 2256 (Public Funds Investment Act) and 2257 (Public Funds Collateral Act) and a copy has been placed on the website next to this RFP.
- The District retirement plan is excluded from the RFP scope of services.

**A. General Service Considerations**

During the contract period(s), the District reserves the right, at its sole discretion and without obligation, to choose to maintain any or all of its funds outside the Proposing Firm. Since the District may have no prior experience with several of the service items requested in the RFP, District reserves the right to solely select if and which service items will be utilized during the contract term(s).

1. The selected Proposing Firm will be required to review the District’s investment policy and certify such review and ongoing compliance with it. Confirm your agreement with this requirement.
2. Provide a timeline for conversion/start-up that details tasks to be performed and by what parties.
3. Are you offering any conversion and/or retention incentives as part of this proposal? Define non-financial aspects of such here and financial aspects in the Fee Schedule where requested.
4. Contractor shall notify the District within a reasonable time of any changes in laws and regulations that affect the District and resulting contract. Describe how and when you will notify the District of such.
5. The District requires full and complete cooperation with any activities related to transitioning to another Contractor upon expiration or other termination of the contractual relationship. There shall be no penalties assessed to the District. Only customary fees for services in the Fee Schedule shall be charged to the District during transition. Contractor shall be liable to the District to the extent of any damages District sustained as a result of Contractor's noncompliance. Acknowledge acceptance of this requirement and state any limitations and reservations you have with complying with such.

## B. Accounts, Sweep, and Separate Investment Fund

The District currently maintains a compensating balance mechanism and transfers funds between accounts and to/from Texpool (ACH) manually. No automated sweep is employed currently; however, the District anticipates using automated sweeps in the future.

The District envisions utilizing zero-balance accounts and automatic sweeps to/from a SEC-registered mutual fund to attain either \$0 or a compensating balance, depending on yields on available alternatives. For the sweep, the District wants a SEC-registered government money market investing in treasuries, agencies and repurchase agreements backed by such. A fund with commercial paper may also be utilized. A repurchase agreement with the bank is not an acceptable sweep. An alternative internal account structure may be proposed but preference will be given to same day sweeps to from SEC-registered money funds in which Texas government entities may lawfully participate. Proposing Firm should stipulate its most financially effective methodology for creating a sweep - master account with zero balance accounts or direct sweeps from each account to/from the sweep.

Note: EBPT funds are considered segregated assets. Although this account functions as a regular interest-bearing DDA, proposal approaches should take its legal aspects into account. At a minimum, details about its account activities, interest earnings, and fees charged shall be separately determinable regardless of whether the combined relationship balances are used for sweep and compensating balance purposes.

The District also requires access to a separate (i.e. in addition to the sweep) money market mutual fund permitted by law for Texas governments per the Texas Public Funds Investment Act.

The District may choose to open additional accounts of various types, close accounts and/or change account types during the contract period.

The District requires to have the option to use either a direct fee or compensating balance at its sole discretion for any given month with proper notice to the bank.

1. Describe the bank's ability to provide the accounts and sweep. Provide a recommendation as to the most financially viable structure to sweep (i.e. master account with ZBAs or individual account sweeps). Include classifications of accounts (ZBA or other) to be used in the structure.
2. Describe your proposed fund for the sweep, providing full name, CUSIP, ticker, prospectus and any major terms of fund. If more than one fund is described, specify which is the primary one being proposed.
3. The District requires an automated sweep. Describe any manual transactions required of the District and state under what condition(s) this would be necessary.
4. If the Proposing Firm cannot provide the required sweep structure or proposing an alternative internal account for this service requirement, fully describe the approach, including account structure proposed, type of account (interest bearing, money market, ZBA, etc.), related earnings rate methodology and any other specifics.
5. Does the sweep arrangement represent an end-of-day transaction where District funds are moved out of the bank completely? If not, describe how collateral requirements will be met while funds remain in the bank overnight.
6. Discuss specifically how sweep interest will be paid to the account(s). On a daily or monthly basis? How the rate is determined - as an interest bearing account or at the sweep rate?
7. Describe how sweep activity will be reported. Will detailed sweep information appear as a daily transaction or monthly for the month? Provide a sample sweep report.
8. Will sweep interest earnings be credited to each account individually even if all accounts are swept?
9. Discuss your terms and processes for switching between direct fee and compensating balance methodologies, including any limitations and advance notice requirements.
10. What fund are you proposing for the separate mutual fund. Provide the name, terms, prospectus, etc.
11. Disclose the most recent actual historical monthly average net rates for proposed items (below). Basis information (i.e. index based, etc.) are requested in the next question.

Month	ECR	Interest Bearing Accounts	Separate Money Market Mutual Fund	Sweep Alternative	
Jan					
Feb					
Mar					
Apr					
May					
Jun					
Jul					
Aug					
Sep					
Oct					
Nov					
Dec					

12. Regarding the historical rates above, please answer the following:

- a. What was the basis for the ECR rate during the historical period designated?
- b. What will be the basis for the ECR rate during this contract period(s)?
- c. What was the basis of the interest bearing account rate during the historical period designated?
- d. What will be the basis for the interest bearing account rate during this contract period(s)?
- e. Is account interest earned on ledger or collected balances?
- f. What was the basis of the money market mutual fund rate during the historical period designated?
- g. What will be the basis for the money market mutual fund rate during this contract period(s)?
- h. What was the basis of the sweep rate during the historical period designated?
- i. What will be the basis for the sweep rate during this contract period(s)?

13. Explain your process for transferring funds between the General account and the separate mutual fund. Include capabilities, deadlines, how long the funds take to transfer and post, etc.

**C. Online Banking Services**

The District requires Proposing Firm to provide access to internet-based automated cash management tools with upload and downloading capabilities and any related tools. The District is accustomed to working with traditional formats (PDF, flat, text, comma-delimited, NACHA and spreadsheets).

Discussion questions about the Proposing Firm's online capabilities specific to the service items discussed elsewhere in this Section are covered along with those services. Here, the District is asking the Proposing Firm to discuss its capabilities with the following general online capabilities. (Recommend reading this section entirely before answering the following questions to determine what is discussed elsewhere.)

Reporting:

- Daily balance reporting – summary
- Daily balance reporting – detail
- Current day reporting
- Intra-day reporting, real time or delayed
- Customization of reports

Execution of Transactions:

- Transfers between accounts

Internal Controls:

- Multi-level security administration requirements
- Training of District administrator and users

1. Describe your online capabilities regarding the above.
2. Are all services available through a single or multiple portals/sites? If multiple, which services are accessed separately?

3. Are online service charges bundled or unbundled? (Yes or No and explanation. Fees go on Fee Schedule.)
4. Provide access and update times for daily balance information.
5. Submit samples of major screens and online reports available or provide an online web address for a demonstration version (preferably with deeper than just menu screens).
6. Specify all hardware and software requirements of the District.
7. What percent of the time was your system inaccessible in the most recent 12 months?
8. Describe the bank's back-up process for on-line balance reporting.
9. Describe how individuals are assigned access and how levels of security work.

#### **D. Deposit Services**

District deposits consist of remote deposit checks into General with some infrequent coin/cash/check deposits; transfers into Payroll from General; and mailed in checks and account transfers into EBPT. TexPool ACH/wire transfers to/from General are initiated on the TexPool site. The District does not encode checks. There are infrequent incoming ACH/wires into EBPT.

The bank shall accept all District deposits and grant immediate ledger credit for deposits received by the bank's deadline. Bank must grant immediate collected credit on all coin and cash deposited, incoming wire transfers and ACH, US Treasury checks, and "on-us" items deposited. Other checks clearing are subject to the bank's availability policies. Failure to properly credit the District thus will require reimbursement to the District of any lost earnings at the rate the funds would have earned and adjustment of ledger/collected balances as if the error had not occurred.

1. What is the bank's cut-off time to assure same day ledger credit?
2. State the bank's Availability Policy.
3. Explain any terms of expedited availability?
4. Include a list of all county area deposit locations.

#### **E. Remote Deposit Services Including Check Truncation and Check Conversion**

The District currently uses remote electronic check deposit and requires this service. Checks include both individual and commercial checks.

1. Describe the bank's capabilities for remote deposits? Describe how checks are processed and cleared. Describe any limitations (i.e. check type, amount, etc.).
2. Is this done through the same online portal discussed earlier or separate tool(s)? If separate, describe.
3. How and when is the District credited? What are the deadlines for receiving the same day credit?
4. Is a daily balancing report produced? Provide a sample.
5. If a check is declined, how is notification made?
6. If a check is accepted and subsequently returned by the bank, what are the obligations of the District and bank? How will collection be made?
7. What scanner equipment and software tools are required to operate the system? Is this equipment available through the bank by lease or other basis? Describe equipment here and list all fees on the Fee Schedule.
8. What level of detail is available online? When are such available? Provide a sample report.
9. Is training included? Describe. Enter any fees in the Fee Schedule where requested.
10. Describe bank's requirements for the District to retain physical checks.

#### **F. Re-Presentation of Checks (RCK)**

NSF checks deposited by the District are to be automatically re-deposited at least once for collection. The District wants the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

1. Describe the bank's current process for NSF checks. Are they automatically re-deposited? How many times?
2. Explain how and when the District will be notified of return items with normal processing (email, paper, etc.).
3. Is RCK available, processing the second presentment as an ACH with a targeted presentment date? Fully describe.
4. Is the bank currently using ACH for collection of NSF checks? How long has the bank been providing this service?
5. What information on the NSF check is available online? When? For how long?

## G. Disbursement Services

The beginning of this Section discusses of the types of disbursement activities from General, Payroll, and EBPT accounts. Estimated monthly volumes are contained in the Fee Schedule. The District generally uses checks in General, ACH and checks in Payroll, and V-Pay in EBPT (initiated by third party administrator). The District uses facsimile signatures and manual signatures depending on dollar ranges. ACH and wire transfer capabilities are discussed separately below. The bank shall honor all disbursements properly drawn on District accounts in accordance with its policies and without charge to any District payees upon presentment.

1. State your items processing policies related to this service, including when accounts are to be debited.
2. The District currently has signature verification on all General checks of \$2,000+ and all Payroll checks and wants to consider cost-effective alternatives. Ignoring Positive Pay (discussed separately below), what processes and safeguards are available to detect inaccurate debits to accounts, validity of signatures, stale-dated checks and fraudulent checks/withdrawals/debits?
3. Are check images available on-line? How soon? How long are they available?
4. Please state your requirements and cut-off times regarding payees cashing District checks.
5. Bank will not charge any payee to cash District's checks upon presentment. Confirm acceptance of this and describe how bank will ensure compliance at teller counters, drive through windows, and otherwise at all locations.

## H. Positive Pay

The District does not currently use Positive Pay and requires the ability to use it on any account(s) at its option as a safeguard measure. The District may use positive pay with or without reconciliation services.

1. Is Positive Pay capability available to the District online or is check information sent to the bank to enter?
2. Describe your data upload requirements, specifications and time frames for a batch of check records.
3. Describe the input process for an individual check. Is input online? If not, how is information sent to the bank?
4. What status codes are available and how may the District change the status of and delete check records.
5. Is the District automatically notified of exceptions or must staff check for them? Explain your process.
6. At what specific CST time is exception information reported?
7. What is the process and deadline (CST) for the District to respond to exceptions? Are "default" responses available?
8. Are all checks, including those received by the tellers, verified against Positive Pay records before processing? When are records available to tellers updated to include new entries?
9. Can your Positive Pay capabilities also act as a way for the District to place a stop-payment on a check?

## I. Wire Transfer Services

The District has not used online wire transfer capabilities but requires the option. Incoming wire transfers must receive immediate same day ledger and collected credit regardless of time received. The District will require compensation for delays caused by bank errors at the rate at which the funds would have earned interest and adjustment of ledger/collected balances as if the error had not occurred.

1. How and when will the District be notified of incoming wires?
2. List bank's various methods of initiating outgoing wire transfers.
3. Is online wire transfer capability available? Describe capabilities, cut off times and security features.
4. Describe what detail information is reflected online on incoming/outgoing wires. Provide sample screenshot.
5. Describe the security provisions on the wires for both repetitive and non-repetitive wires. Include a description of security provisions, PIN requirements, and back-up systems.
6. Describe the ability to create and store recurring/repetitive wire instructions/templates.
7. Describe the ability to create and store future-dated wire instructions, including limits on how far in advance.
8. State wire access times, posting times, and cut-offs.
9. Assume a hypothetical scenario where the District missed the deadline (assume Wednesday 4pm) for uploading an ACH file containing payroll that must be credited to employees' receiving bank accounts by Friday at 8am. Discuss your capabilities to convert the ACH file records into the appropriate wiring instructions and to initiate the wires to the receiving banks on Thursday afternoon after 3pm. Keep in mind that some receiving banks' routing numbers for ACH purposes differ from their ABA numbers for wire transfers.

## **J. Optical Imaging**

The District currently uses and requires imaging services. CD is acceptable with preference for online.

1. Describe the bank's imaging service available on CD. List what items are captured (i.e. checks, deposit slips, deposited items, bank credits/debits, etc.), image specifics (front only, front and back?), and when (monthly, quarterly? by what calendar day) the District would receive the CD.
2. For images on CD, is specific software needed to access and retain the images? Does the bank provide such (Yes or No. Fees are disclosed in Fee Schedule)?
3. Are all or part of the images available online for daily access? If so, describe capabilities, when are they available, downloading capabilities, the specific data that is available, and how long the images are retained online.

## **K. ACH Services**

The District currently uses ACH for transferring funds to/from TexPool and direct deposit of employee payrolls. Section 1 provides details of activities and the Fee Schedule contains average historical volumes. Same-day ledger and collected balance credit is to be granted for all incoming ACH funds. For receipts not properly credited in this manner, the District shall be compensated for delays caused by bank errors at the rate at which the funds would have earned interest and ledger/collected balances shall be adjusted as if the error had not occurred.

1. Describe your ACH capabilities (including same day) and the various methods available for accomplishing such.
2. How are single ACH transactions accomplished?
3. Describe acceptable file format specifications.
4. State deadlines for all methods. For example, what is your latest deadline (CT) for a payroll batch that must reach a smaller receiving bank or credit union by Friday by 8 am?
5. Can ACH transactions be future dated (batch and online entries)? How far in advance?
6. Is pre-notification a requirement? Describe your related policies. Is there any charge for pre-note? (Yes or No only. If there is a charge, please state the specific fee in the Fee Schedule.)
7. Describe security features such as filters and blocks available for ACH transactions.
8. Are ACH addenda shown in their entirety online and on reports?
9. What ACH reports are available and for how long are they available?
10. Describe security measures.
11. The District's funds are public funds. Accounts are to be debited on the effective date of the ACH batch and no earlier. For example, if a payroll NACHA file is submitted on Tuesday for deposit into recipient banks on Friday (pay date), the relevant accounts are not to be debited from the Payroll account until Friday. Please confirm acceptance of this.

## **L. Account Reconciliation Services**

The District does not currently use this service but is exploring the possibility of using it in conjunction with Positive Pay.

1. Describe the bank's partial and full reconciliation services.
2. What level of online automation is available on each alternative?
3. Specify data transmission requirements.
4. Provide a sample copy of reports for full and partial reconciliation.
5. State when reports will be available from partial or full reconciliations after the close of a statement cycle.

## **M. Safekeeping Services**

The District does not currently use safekeeping services; however, the District's investment policies allow for investments in various securities and if yields rise during the contract period(s), the District may require safekeeping services for any securities it may purchase.

Safekeeping may be in the bank or trust and not the brokerage subsidiary of the bank. The District prefers an account with the Federal Reserve Bank. If the bank utilizes a correspondent bank for safekeeping of the District's securities, the transactions will be handled through the bank and shall not require additional interaction from District with the correspondent bank.

The District will provide written instructions for security transactions according to bank's procedures. All securities shall be cleared on a delivery-versus-payment for acquisitions (receive securities for further credit to the District before releasing payment) and payment-versus-delivery basis for disposals (funds received with simultaneous release of security). All securities must be perfected in the name of the District. Clearing and ownership shall be documented by original clearing confirmations and safekeeping receipts sent to the District within one business day. Funds for the investments will be drawn from the General Account. All coupon payments, calls, and maturities will receive same day collected credit in the District General Account. If there are any settlement problems, the proper District representative shall be promptly notified.

All fees for clearing and safekeeping must be stipulated on the Fee Schedule and not discussed here.

1. Is the bank a member of the Federal Reserve and DTC or will a correspondent bank to be used? Provide details of any correspondent bank that will be used.
2. Describe proposed safekeeping arrangements and terms.
3. Are security transactions available on-line for either origination or monitoring?
4. Do you provide a monthly report with market values? State the source of your valuations.
5. What is the deadline for settlement instructions on a cash (same day) settlement?

#### **N. Collateral Requirements**

The District's collateral requirements must comply with the Texas Public Funds Collateral Act (Chapter 2257, Government Code) and its Investment Policy. Proposing Firm shall comply with the District's collateral requirements at all times for all District funds held in the bank at any time beyond FDIC insurance coverage. The District's current investment policy states the following (full policy available on the District's site under this RFP).

- **Custody:** Collateral must be held in an independent third party bank outside the bank's holding company. The District prefers but does not require safekeeping at the Federal Reserve.
  - **Required Levels:** The readily-determinable market value of pledged Collateral acceptable to the District and in compliance applicable laws must be at least 102% (110% if mortgage-backed securities are used) of the principal plus accrued interest for excess cash balances, certificates of deposit and repurchase agreements.
  - **Eligible Collateral:** Obligations of the US Government, its agencies and instrumentalities and General or specific obligations of public entities rated not less than A by at least two nationally recognized rating agencies. (Only securities compliant with the Texas Public Funds Collateral Act. Bank letters of credit are not acceptable collateral.)
  - **Prohibited Securities.** Investment securities described in the Public Funds Investment Act, Chapter 2256.009(b), Government Code, shall not be eligible for use as collateral of District funds governed by this Policy.
  - **Evidence:** Evidence of proper collateralization in the form of original safekeeping receipts and monthly reports shall be sent directly to the District and shall include a complete description of all collateral, par value(s), CUSIP(s) and market value(s).
  - **Substitution.** Collateral often requires substitution of collateral. Any institution requesting such must contact the Investment Officer(s) or other Authorized District Representative for advance approval and settlement. The substituted collateral's value will be calculated and substitution approved if its value is equal to or greater than the required collateral value. Substitution is allowable for all transactions, but should be limited to minimize the District's potential administrative problems. Substitution securities must be received before previously pledged securities are removed from safekeeping.
  - **Collateral Reductions.** Should the collateral's market value exceed the required amount, any institution may request approval from the Investment Officer(s) or other Authorized District Representative to reduce collateral. Collateral reductions may be permitted only if the District determines that the remaining collateral's market value equals or exceeds the required amount.
  - **Monitoring And Sufficiency:** The bank shall be contractually liable for the continuous monitoring and maintaining of collateral and the required margin requirements.
  - **Tri-Party Agreement:** A tri-party safekeeping agreement shall be executed between District, the depository, and the safekeeping bank for custody of pledged securities in full compliance with FIRREA. If the Federal Reserve is used as custodian, a Circular 7 will supplement the District-bank depository agreement.
1. Confirm that bank will comply with all of District's collateral requirements above. State any recommended changes.
  2. Will you collateralize ledger or collected balance?
  3. What and where is your proposed custodian?
  4. Does the bank propose any collateral charges? (Answer yes or no; specify fees in Fee Schedule.)

## O. Account Analysis

Monthly account analysis reports detailing fees and other charges must be provided for each account and on a consolidated relationship basis are required monthly regardless of the whether a compensating balance or direct fee basis is used. Interest earned on interest-bearing accounts shall not be included as a charge on the analysis.

1. Provide a sample account analysis for a government entity that has at least two accounts and explain the calculations for compensating balance basis payments (i.e. consolidated basis, account level, etc.). Is interest and/or any other balance related activity included as a fee?
2. How soon after the close of a monthly cycle is the analysis statement available if paper method? Online?
3. If online, what format(s)?
4. How long is the online analysis available?
5. Is the analysis included on any monthly CD?
6. If compensating balances are used, the District requires either a carry-over of preferably six-months or more of unused excess credit to be applied to future charges. Or bank may propose a non-monthly structure. Confirm agreement to this condition and state how long bank is proposing to carry-over unused credit.

## P. Monthly Statements

The bank must provide monthly account statements of activities on each account. The District requires monthly statement cycles and cut-offs consistent with calendar months. Monthly statements must be received by the fifth day after the statement closing date. At a minimum, the following information will be required:

- all debit and credit transactions by account,
- all cleared checks or images available,
- all deposits, and
- copies of all transactions performed by bank personnel.

1. Provide a sample bank statement similar arrangement to those outlined in this RFP.
2. Are statements available online? When, in what download formats and how long are they available online?
3. Are paper statements produced? When are paper statements available?

## Q. Overdrafts

The District does not anticipate any daylight and overnight overdraft situations. In the event checks are presented against insufficient balances, the bank is required to honor these checks and notify the proper District personnel. The District must cover the funds needed within one business day.

1. Please confirm your understanding and agreement with the above requirement.
2. Are accounts aggregated for calculation of overdraft and/or fee purposes?
3. Describe your rate basis for overdrafts.
4. Describe your rate basis and definition for "daylight overdrafts".
5. Will bank allow daylight overdraft situation in anticipation of offsetting deposit not yet received? Explain terms.

## R. Stop Payments

The District randomly uses stop payment services.

1. Describe the bank's policies on and process for stop pays.
2. Can stop pays be initiated and renewed online? If so, explain how.
3. How long do stop pays and renewals remain in effect?
4. What confirmations will the District receive for a stop pay?
5. Are there available mechanisms to alert the District of upcoming expiring stop pays? Explain.
6. What is the deadline for same day action?
7. Will the bank's system verify that a check has not cleared before accepting the stop pay?

## **S. Company Banking**

1. Describe any programs the bank has designed to benefit the employees of customers. Is availability based on use of direct deposit or only on District employment? Disclose any terms and related fees that will be charged to employee customers. (Any related fees to the District must only be disclosed on the Fee Schedule.)

## **T. Commercial Credit Cards Services**

The District is not currently using commercial cards but wishes to consider the possibility of issuing a limited number of cards to specific employees for infrequent use. The billing cycle shall close on the last day of each month to enable reconciliation.

1. Describe your capabilities offering credit cards.
2. What are your settlement terms and billing cycle.
3. Describe online card management: new card issuance, deletion, replacing, modifying, etc.
4. What are your payment options?
5. What are your card control and usage restriction options?
6. Describe your information reporting capabilities – paper vs. electronic.
7. What are your technical capabilities – Internet?
8. What security features are involved, including account number encryption policy?
9. What are your system requirements
10. What is your fraud policy?
11. Describe any rebates for purchases.

## **U. Alternative, Enhanced and Additional Services**

1. Proposing Firms are encouraged to indicate any exceptions to or variations to services outlined in the RFP within the space allotted for each service requested. If the bank desires to propose additional services, enhanced services and/or alternative approaches or services, such shall be explained in this section.

### **SECTION 3: DEPOSITORY AGREEMENTS AND OTHER DOCUMENTS**

The District envisions using Proposing Firm's banking and other related agreements and documents over the contract term(s). The District indicated any mandatory terms throughout this RFP within a overall topic or in a specific question. Such will be incorporated into any final agreements to be executed unless the Proposing Firm has indicated otherwise in its proposal (usually in the cover letter or within proposal responses to a specific service element or question response).

1. Provide a copy of **all** agreements and other documents (even if not directly specified in this RFP) that the District will be required to execute if Proposing Firm is selected. Do not include any that were provided within a specific service element above. Incorporating any mandatory terms required by the District will be handled during negotiations.

## SECTION 4: FEE SCHEDULE

### **A. Fee Specific Terms and Fee Schedule**

Proposed fees, as negotiated, shall remain in force for the full term of the Agreement, including extension terms, regardless of actual volumes used. Any pass-through fees (i.e. Federal Reserve, FDIC) increases may be passed through to the District upon 30-day advance written notice. Any changes in fees must be negotiated and must be approved by the District in writing.

For the entire duration of this Agreement, the District reserves the right to use both direct fee and compensating balance methodologies at its sole option and as outlined previously. Regardless of methodology, any fees owed by the District shall be deducted from the proper accounts(s) specified by the District to the extent the District has no disputes. Account analysis is required monthly regardless of methodology is used in the month.

In no case shall interest earned on any account be charged as a fee for any reason, including monthly analysis. **Please specify any reservations about this.**

The District reserves the right to review charges and recover any erroneous charges resulting from its review of monthly invoices within 30 days.

If no fee was proposed for any service element listed in the RFP and/or on the Fee Schedule, the District shall not be charged for utilizing such services during the term(s) of the Agreement. The fees for any new services beyond those anticipated in the RFP shall be charged at not more than the Contractor's standard fees for such services and subject to negotiation at the time the new service is requested.

Estimated monthly usage volumes on the Fee Schedule are for proposal purposes only. They do not commit the District to any usage levels and there is no recourse on the District if these volumes differ from reality.

The Fee Schedule contains the District's estimated average monthly volumes with spaces for services not yet anticipated or decided upon. Since there may be no history with some services, the District reserves the right to select which services it will include to evaluate the economic factors of proposals during the evaluation process as more is learned about how the services and related fees work between proposals. When a service scenario is decided upon, then all proposals shall be evaluated on the same service utilization scenario for equitable treatment.

### **B. Submitting Fee Proposals**

Proposing Firms will use the District's Fee Schedule spreadsheet (on website below RFP) to enter proposed fees

For each service item listed, Proposing Firm shall quote its lowest and best fees in its initial proposal. If volume affects fees, then explain this in the available space for comments for that item so that the District can evaluate the fee. Fees should include packaging and transportation unless otherwise listed. In case of discrepancy between unit fee and total fee, the unit fee will be presumed correct. Note that the District does not pay federal excise taxes or state and local sales and use taxes for this service.

All fees to be charged to the District for all of the service elements in the RFP must be entered on the Fee Schedule. If an appropriate row is not provided for a certain fee, then Proposing Firm shall enter such in the "< New Entry >" row within the appropriate service element. Remember to supply all related column information for any fees added in this manner.

As noted above, failure to thoroughly disclose all fees and charges related to all of the service elements listed in the RFP shall result in the District not being charged for utilizing those items during the Agreement (contract) term(s).

Care should be taken to clearly stipulate how software maintenance and account maintenance charges are to be charged for various services.

**When finished entering fees and other information requested, print out a copy of the Fee Schedule and sign it. Place the signed paper copy in the binder and an electronic copy on the CD or USB drive containing the electronic copy of the proposal.**