

# TOM GREEN COUNTY, TEXAS

## REQUEST FOR PROPOSAL

### COUNTY DEPOSITORY RFP 23-008



Prepared By:

County Auditor  
113 West Beauregard  
San Angelo, Texas 76903  
Phone 325-659-6500  
Fax 325-659-5441

Release Date: March 1, 2023

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## I. INTRODUCTION

**Bid Number:** RFP 23-008

**Bid Title:** Tom Green County Depository

**Bid Release Date:** March 1, 2023

**Pre-Bid Conference:** March 10, 2023

**Deadline to Submit Questions:** March 17, 2023

**Final addenda posted by:** March 24, 2023

**Proposal Due Date:** April 10, 2023

**Contact Information:** Nathan Craddock  
Tom Green County Auditor  
113 W. Beauregard Avenue  
San Angelo, Texas 76903  
Phone: 325-659-6500  
Email: [purchasing@co.tom-green.tx.us](mailto:purchasing@co.tom-green.tx.us)

This RFP is provided by Tom Green County for the purpose of soliciting proposals for a County Depository and concurrently selecting the Depository for Certain Trust Funds and Court Registry Funds pursuant to Local Government Code 116.021 and Local Government Code 117.021 for a four-year contract term with an additional two-year renewal.

Bank applications for County Depository, RFP 23-008, must be delivered to the contact designated above by the County Judge before 2:00 p.m., Monday, April 10, 2023 to the Office of County Auditor at the County Courthouse, 113 W. Beauregard Ave, San Angelo, Texas.

Applications must contain all the necessary elements as described within this RFP to be considered for contract award. A Pre-Bid Conference is scheduled at the corresponding date above and attendance is strongly recommended. Unless otherwise noted in this RFP, there is no fee charged to vendors to participate in this solicitation, but a good faith check is required to accompany your application as described herein.

It is understood that Tom Green County reserves the right to accept or reject any and/or all proposals, in whole or in part, to waive informalities, as it shall deem to be in the best interest of the County, as determined by its sole discretion.

## II. REQUEST FOR PROPOSAL

### 1. PROPOSAL SUBMISSION

PROVIDE ONE (1) ORIGINAL WITH EACH SIGNATURE PAGE MANUALLY SIGNED IN INK BY THE PERSON HAVING AUTHORITY TO BIND THE FIRM IN A CONTRACT AND INCLUDE ALL DOCUMENTS DIGITALLY ON A FLASH DRIVE. INCLUDE THE WORKSHEETS EACH AS SEPARATE FILES.

PROVIDE THREE (3) PRINTED COPIES - EACH ALSO CONTAINING A FLASH DRIVE AS DESCRIBED ABOVE. CLEARLY MARK EACH PROPOSAL AS "ORIGINAL" OR "COPY" AND PLACE IN SEPARATE SEALED MARKED ENVELOPES TO:

TOM GREEN COUNTY AUDITOR  
113 WEST BEAUREGARD AVENUE  
SAN ANGELO, TEXAS 76903-5887  
325-659-6500

**MARK THE OUTSIDE OF EACH ENVELOPE  
"RFP 23-008 – COUNTY DEPOSITORY"**

Sealed proposals shall be received no later than:

**2:00 PM. MONDAY, APRIL 10, 2023  
And will be publically opened AT 2:05 PM the same day  
in the County Auditor's Office  
113 W. Beauregard, San Angelo, Texas**

Proposals shall include all required documents. Each original proposal and all required copies shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside of the envelope with the bid number and name provided above. Facsimile and electronic proposals will not be accepted.

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFPs, offeror shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Tom Green County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate you indicating on any "NO OFFER" response the requirements of this RFP which may have influenced your decision to "NO OFFER".

**2. LATE PROPOSALS**

Proposals received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Tom Green County is not responsible for lateness of mail, carrier, etc., and time/date stamp by Auditor's Office shall be the official time of receipt.

**3. PRE-BID CONFERENCE**

A pre-bid conference will be held in the Tom Green County Commissioners Courtroom, Edd B. and Frances Frink Keyes Building, 113 W. Beauregard, San Angelo, Texas at 2:00 p.m. on Friday, March 10, 2023. The pre-bid conference is not mandatory, but attendance is highly recommended. Questions submitted in writing no later than March 8, 2023 will be answered or discussed. Any changes to the instructions as a result of the pre-bid conference will be issued via written addendum.

**4. CAVEAT**

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying proposals should email [purchasing@co.tom-green.tx.us](mailto:purchasing@co.tom-green.tx.us) with any questions you may have (See "Introduction").

**5. DUTY OF VENDOR**

In order for bids to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information, services, forms and general information, be completed and adhered to.

**6. REQUIRMENTS OF SPECIFICATIONS**

Each offeror shall be held to have examined the requirements of the RFP under consideration and confirm he/she fully understands the RFP and the County's needs and is cognizant of all factors relating to requirements contained in the RFP.

**7. SILENCE OF SPECIFICATIONS**

The apparent silence of the RFP 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 commercial practices are to prevail. All interpretations of the RFP shall be made on the basis of this statement.

**8. ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Tom Green County Auditor. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerors shall acknowledge receipt of all addenda.

Proposer is responsible for ensuring all addendums are included with the proposal submittal.

## **9. PROPOSER RESPONSIBILITY**

It is the responsibility of each proposer before submitting a proposal:

- a. to examine thoroughly the contract documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- b. to consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work
- c. to study and carefully correlate proposer's knowledge and observations with the contract documents and other such related data.
- d. to promptly notify the County Auditor of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

## **10. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS**

A prospective offeror must affirmatively demonstrate their responsibility by providing evidence of the following requirements:

- a. Has 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. Have a satisfactory record of integrity and ethics;
- e. Be otherwise qualified and eligible to receive an award.

Tom Green County may request additional representation and other information sufficient to determine the offeror's ability to meet these minimum standards listed above.

## **11. ALTERING PROPOSALS**

Any interlineations, alteration, or erasure made before bid submission must be initialed by the signer of the proposal, guaranteeing authenticity.

## **12. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn at any time prior to the official opening. A proposal may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of proposal, without prior approval by the Commissioners Court based on an acceptable written reason and offeror so agrees upon submittal of their proposal.

### 13. PROPOSAL OPENING

Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

**NOTE:** All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such. See “Submittal of Confidential Materials” for additional instructions.

### 14. SUBMITTAL OF CONFIDENTIAL MATERIALS

All proposals shall be open for public inspection subject to the requirements of the Open Records Act after the contract is awarded except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

**Any proposal material that is considered confidential in nature must be on separate pages and clearly marked as such by the proposer and will be treated as confidential by Tom Green County to the extent allowed by law.**

### 15. SUBMITTALS

Submittals shall take the form of an 8 ½ inch by 11 inch proposal: either bound copy or in a binder with a Table of Contents and all pages numbered. Each section shall be clearly identified and tabbed as listed below. For proper comparison and evaluation, Tom Green County requests that proposals follow the format outlined below.

**TAB 1: Cover Letter** – A brief introductory letter of representation. Include contact person’s name, e-mail address and identify person who has authority to sign a contract on behalf of your firm. Include any applicable letter of authorization from the governing body or Board of Directors.

**TAB 2: Depository Background Company Information** – This section should include a description of proposer’s experience with other services similar to the one described herein.

- a. Submit background information including principal place of business, length of existence, breadth of experience and expertise, management structure, and any other information
- b. Financial Statements – Proposal must include a statement of the paid up capital stock and the permanent surplus of the applicant bank. Also, a statement of the financial condition of the bank must be included along with the good faith check required herein.

Include the following exhibits; links are acceptable:

- Bank’s last three (3) Call Reports
- Bank’s last three (3) Quarterly Uniform Bank Performance Reports
- Bank’s two (2) most recent Audited Annual Financial Reports

- c. Cashier's or Certified Check – Each application must be accompanied by a cashier's check or certified check for not less than one-half of one percent of the County's revenues for the fiscal year ended September 30, 2022, as guarantee of good faith on the part of the proposer. Good faith checks should be in the amount of \$ 532,409.20
- d. Project Manager – Identify the proposed Lead Account Manager/Local Primary Point of Contact and include a resume. Also include an organization chart of the proposed Management Team including key personnel and their specific roles. Local Primary Point of Contact is preferred.
- e. Vendor Affidavit Form as required herein.
- f. References - Offeror shall supply with this proposal a list of at least three (3) references for which their firm has performed similar projects and services in the public sector. Include name of entity, address, telephone number and name of representative. County References are preferred.
- g. Address any performance-related litigation that your firm may be, or has been, involved in in the last five (5) years.
- h. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.
- i. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

**TAB 3: Scope of Work** – A summary statement identifying your firm's understanding of the services desired and the manner in which coordination and the exchange of information for a successful contract will be assured between all parties. Include a proposed approach/methodology to deliver services and any proposed value-added services your firm proposes to offer to Tom Green County.

Also include the following exhibits and describe the timing of document availability via your online banking portal:

- Sample Bank Statement
- Sample Account Analysis Report
- Deposit Availability Schedule

**Tab 4: Bid Worksheets** – Worksheets # 1 – 4 are included in the appendix to this proposal. **EXCEL files are to be submitted with your proposal on a flash drive.**

## **16. CONFLICTS BETWEEN REQUEST FOR PROPOSAL AND PROPOSAL**

Should a conflict arise between the terms and provisions of this RFP and the proposal the terms and provisions of this RFP will prevail. Any exception shall be listed on an exceptions document and shall only be agreed-to with the express approval of the Commissioners Court



### **17. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

HUB's will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.

### **18. EVALUATION CRITERIA AND FACTORS**

The award (if any) of contracts shall be made to the responsible offerors whose proposals are determined to be the most advantageous to, and in the best interest of Tom Green County while taking into consideration factors set forth in the Request for Proposals in accordance with Local Government Code 116.021 and Local Government Code 117.021.

**NOTE:** Evaluation criteria will be grouped into percentage factors as follows:

**20% Proposer's past and prospective financial position**

**40% Proposer's ability to meet service requirements**

Including but not limited to factors such as fraud detection and notification, ease of integration, ACH fraud filter, Positive Pay exceptions clearing process, Cleared Check Imports, etc.

**20% Proposer's total cost of services**

**20% Net rate of return on county funds**

Discussions may be conducted with reasonable proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revision of proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of the County.

### **19. EVALUATION AND NEGOTIATION**

The Tom Green County Auditor and County Treasurer are responsible for preparing this RFP, evaluating proposals, and negotiating this RFP. The Commissioners Court may designate additional individual(s) to participate in the bid evaluation and contract negotiations. However, the final authority to award this RFP rests with the Commissioners Court.

### **20. AWARD OF PROPOSALS**

Tom Green County reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Tom Green County. Receipt of any proposal shall under no circumstances obligate Tom Green County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the RFP.

**21. DEBT**

Tom Green County reserves the right to reject any proposal submitted by a Proposer who owes a debt to the County. Debt includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County.

**22. CONTRACT**

This request for proposal, submitted documents, and any negotiations, when properly accepted by Tom Green County, shall constitute a contract equally binding between the successful proposer and the County. No different or additional terms will become part of this contract with the exception of a Change Order.

The successful proposer shall provide adequate documentation of the Board of Directors' acceptance through a Certificate of Resolution or equivalent authorization within forty-five (45) days of notice of award or with the County's approval at the next available regularly scheduled meeting.

**23. INDEMNIFICATION**

Proposers must agree to defend, indemnify and save harmless Tom Green County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay judgments with costs, which may be obtained, against Tom Green County growing out of such injury or damages. Proposals should affirm that this indemnification agreement is acceptable to the proposal.

**24. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

**25. PERFORMANCE OF CONTRACT**

Tom Green County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

**26. PURCHASE ORDER**

A purchase order(s) shall be generated by Tom Green County to the successful proposer and that cost shall be invoiced for any supply or equipment order for which the County will be responsible for payment. Service fees shall be invoiced quarterly on the calendar quarter.

**27. INSURANCE**

Within ten (10) days of receiving notification of award, the successful proposer shall be required, at his own expense, to furnish the Tom Green County Auditor evidence showing the following insurance coverage to be in force throughout the term of the contract:

- a. Worker's Compensation in accordance with the State Territorial Worker's Compensation Laws; and Employer's Liability Insurance
- b. Public Liability and property damage insurance coverage including, but not limited to, bodily injury, property damage, and broad form contractual liability with a minimum combined coverage for each occurrence of \$1,000,000. This coverage must extend to any contractors and/or subcontractors employed by your firm during the course of the contract to complete any of the work specified in this proposal.
- c. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$500,000.00 each occurrence for bodily injury and \$250,000.00 each occurrence for property damage.

Each insurance policy to be furnished by successful proposer shall include, by endorsement to the policy, a statement that a notice shall be given to Tom Green County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

## **28. INVOICES AND POINT OF CONTACT AFTER RFP AWARD**

Invoices shall be mailed directly to:

Tom Green County Treasurer  
Dianna Spieker  
113 W. Beauregard  
San Angelo, Texas 76903

The invoice shall show:

1. Name and address of successful offeror;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time.
3. Tom Green County Purchase Order Number

Invoices shall be based on actual services rendered and actual hours of performance and/or products delivered.

The County requests that payment for service charges occur every calendar quarter. Any earnings credit should first be applied toward the balance due and an invoice presented to the County Treasurer for the net deficiency between the earnings credit and account service charges.

## **29. SALES TAX**

Tom Green County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include such taxes.

## **30. PAYMENT**

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas

Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

### **31. TERM**

The successful vendor(s) shall assume contract responsibilities upon award of contract to ensure a startup date of May 1, 2023 or within sixty (60) days thereafter. The current contract term expires April 30, 2023 and all depository funds must be transferred to the awarded vendor prior to the end of the sixty (60) day grace period.

The contract will be effective for a period of four (4) years through April 30, 2027 or at the discretion of the Commissioners Court sixty (60) days from the time fixed by law for the next selection of a depository. The contract shall allow the County to negotiate new terms for the final two (2) years of the four (4) year contract. On expiration of the contract, the Tom Green County Commissioners Court may accept options to renew for an additional two (2) year term. On the renewal of the contract, the County may negotiate new terms and conditions subject to the same conditions as provided by §116.021 of the Local Government Code of the State of Texas.

If a timed deposit maturity extends beyond the expiration date of the depository contract, the Bank will pledge sufficient securities required by law for public funds to Tom Green County to provide for the maturity of the time deposit.

### **32. FUNDING**

Funds for payment have been provided through the Tom Green County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Tom Green County fiscal year shall be subject to budget approval.

### **33. TERMINATION OF CONTRACT**

This contract shall remain in effect until contract expires, completion and acceptance of services, or default. Tom Green County reserves the right to terminate this contract immediately in the event the successful proposer fails to:

- meet delivery or completion schedules, or
- otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the County to award to another proposer, purchase elsewhere and charge the full increase cost to the defaulting proposer.

Either party may terminate this contract with a ninety (90) day's written notice prior to either party stating cancellation. The successful proposer must state therein the reason for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, prior postage paid, and properly addressed to the other party at the address on the Affidavit for the contractor or to the Tom Green County Judge, 113 West Beauregard Avenue, San Angelo, Texas.

However, accounts must remain open until County provides authorization for final funds transfer and authorizes the closure to allow time for pending checks to clear, etc..

**34. ASSIGNMENT**

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Tom Green County Commissioners Court.

**35. EXCLUSIVITY**

It is expressly understood and agreed that in case Tom Green County should need any item(s) not available within the timeframe needed from the successful proposer during the term of this contract, Tom Green County reserves the right to purchase these items from other than the successful proposer and shall not be in violation of any terms or conditions of said Contract. Further, Tom Green County reserves the right to seek another proposer if, at any time, proposer's prices do not conform to public pricing.

**36. VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tom Green County, Texas

**37. CONFIDENTIALITY**

All information disclosed by Tom Green County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

**38. DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

**39. PATENTS/COPYRIGHTS**

The successful offeror agrees to protect Tom Green County from claims involving infringements of patents and/or copyrights.

**40. OWNERSHIP**

All plans, prints, designs, concepts, etc. shall become the property of Tom Green County.

**41. DEBARMENT**

Proposer certifies that at the time of submission of its proposal, Proposer was not on the federal government's list of suspended, ineligible or debarred contractors and that Proposer has not been placed on this list between the time of its proposal submission and the time of execution of the Contract. If Proposer is placed on this list during the term of the Contract, Proposer shall notify the Tom Green County Auditor. False certification or failure to notify may result in termination of the Contract for default.

**42. COMPLIANCE**

Proposers must comply with all federal, state, county and local laws governing or covering the type of services and/or products requested by this RFP.

**43. INDEPENDENT CONTRACTOR**

The successful proposer shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this RFP.

**44. CONFLICT OF INTEREST**

No public official shall have interest in a contract, which results from this RFP, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

**45. DISCLOSURE OF CERTAIN RELATIONSHIPS**

**a. TEXAS ETHICS COMMISSION FORM 1295**

If the contract is awarded, the successful bidder must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/tec/1295-Info.htm> This filing must be completed within 7 days of notice of potential contract award, and prior to the issuance of any notice to proceed.

**b. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Tom Green County no later than the seventh (7<sup>th</sup>) business day after the date the person becomes aware of the facts that require the statement to be filed as defined in 176.006, Local Government Code. The form can be found online at <https://www.ethics.state.tx.us/forms/CIQ.pdf>

By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Tom Green County Clerk's Office located at 124 W. Beauregard Avenue, San Angelo, Texas 76903.

**46. AVAILABILITY TO OTHER GOVERNMENTAL ENTITIES**

Please indicate in your proposal if other government entities would be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will only apply to delivery points specified in these documents. Delivery to other locations may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by government entities other than Tom Green County will be billed directly to that government entity and paid by that government entity. Tom Green County will not be responsible for another government entity's debts. Each government will order their material as needed. The quantities furnished in this proposal document are for Tom Green County only. It does not include quantities for any other governmental jurisdiction.

### III. SCOPE OF WORK

#### 1. OBJECTIVE/SUMMARY

The objective of this proposal is to obtain proposals for Bank Depository Services. It is the intent of Tom Green County to execute a contract with a bank desiring to be designated as the County Depository Bank for County funds and for Trust Funds of the County Clerk and District Clerk. By returning this proposal, Bank acknowledges that it understands the Local Government Code of the State of Texas, Chapter §116.00 through §116.115 that pertains to the managing and safekeeping of County funds and that it will comply with all federal, state, county and local laws governing this type of service and also ensure your proposed solutions fully enable Tom Green County to fulfill its statutory obligations to the State operational requirements. For example, certain fees collected by the County on the State's behalf must be remitted to the Comptroller the following business day. Certain other requirements dictate that select accounts must remain open to receive funds, even if they do not have account balances or transaction activity for quite some time or perhaps ever.

The County has various types of accounts including but not limited to interest-bearing, non-interest-bearing, and clearing accounts. See provided attachments.

A bidder must be a Federal or State chartered bank doing business and having a full-service facility in Tom Green County, Texas. Bank must be a member of the Federal Deposit Insurance Corporation. Bank must also be a member of the Federal Reserve System unless exempted below. Only Banks who operate under State of Texas bank charter may submit a bid without membership in the Federal Reserve System. State chartered banks MUST be able to perform ALL services required by this invitation to bid for the Depository Bank.

- a. After selecting one or more county depositories, the Commissioners Court shall immediately return the certified checks of the rejected applicants. The Commissioner's Court shall return the check of the successful applicant when the applicant executes and files a depository bond that is approved by the Commissioners Court.
- b. If a bank is selected as a depository and does not provide the bond, the County shall retain the amount of the check as liquidated damages, and the County Judge shall re-advertise for applications, if necessary, to obtain a depository for the County.
- c. Only funds specified by the County will be held as non-interest bearing. Remaining funds will be interest bearing.
- d. The County requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the County falls under the provisions of the Public Funds Investment Act (Texas Government Code Chapter 2256) and the Public Funds Collateral Act (Texas Government Code Chapter 2257), with additional restrictive County requirements. If funds are, for any reason, not swept, all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 110% with

securities authorized by the County with the approved custodian. Authorized collateral may include “eligible security” and approved “investment securities”:

- Obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities, which pass the bank test.
  - Obligations of any US State, their agencies and instrumentalities, and municipalities rated A or better by two nationally-recognized rating agencies.
- e. Initial collateral will be provided for the County within fifteen (15) days after a bank is selected as a County depository.
- f. All securities pledged to the County will be held by a County-approved, independent third party institution outside the Bank’s holding company or at the Federal Reserve Bank. The bank will be responsible for the pricing of securities and daily monitoring and maintenance of margin levels. A detailed collateral-to-deposit report shall be emailed to the Treasurer’s Office weekly during the term of the successful applicant’s contract. The report of pledged collateral should include at a minimum, security description, par value, current market value, and CUSIP number. The deposit report shall contain account name, number, and ledger balance. The County at any time may investigate the value of any securities pledged by the Bank. The full cooperation of the Bank will be required in such instance. The Bank of New York Mellon (BNY Mellon) currently provides the County’s detailed collateral report daily. Proposer can select an alternate custodian with County’s Approval.
- g. Currently, pooled collateral is not allowed by counties. However, if legislation is approved during the contract period, the County reserves its voluntary right to choose or not to choose this pledging mechanism. A full evaluation of the pooled collateral program offered will be made by the County staff and presented to the Commissioners Court based on risk and cost considerations before the final decisions are made. The County intends to minimize collateral costs through the use of the sweep mechanism.
- h. Substitution rights will be granted if the bank/custodian obtains the County’s prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Collateral value will be maintained during substitution at 110% or above. Any reduction in collateral must be approved in writing by the County Treasurer or County Treasurer’s designee.
- i. 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 with explanation of the credit calculation

A sample account analysis report is provided as part of the bid. Please refer to Exhibit A.

j. A sample of monthly Payroll ACH activity is provided below:

<u>Month:</u>	<u>Credits:</u>
December 2022	\$ 3,133,690
January 2023	\$ 1,975,417
February 2023	\$ 1,966,406

k. The County Clerk’s office has three non-interest bearing accounts: As of December 2022 the account balances are as follows:

- Special Account, with an average daily balance of \$ 171,502
- Criminal Bond Account, with an average daily balance of \$ 86,568
- Civil Bond Account, with an average daily balance of \$ 27,396.11

l. The District Clerk’s office has one non- interest bearing accounts. As of December 2022 the account balance is as follows:

- Special Account, with an average daily balance of \$ 548,324

## 2. INTEREST

Interest to be paid on County funds must be specified on the bid worksheet for the following types of deposits:

- Demand Accounts – The county depository will pay interest upon all funds deposited as demand deposits according to the terms of any existing NOW, Super NOW, or Money Market accounts now available or according to any special terms that would serve the best interests of the County and of the bank.
- Interest Rates – Floating interest rates bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. The County reserves the right to select the rate most favorable to the County at any time during the term of the contract, within the guidelines of Section §116.021 (b) of the Local Government Code of Texas.

## 3. CHARGES

Banks will specify on the bid worksheet their charges for services in connection with the maintenance of the County’s demand checking accounts. Charges not detailed on the worksheet will be provided at no cost to the County. Charges for services are to calculated net of allowable earnings credits on bank account balances. See Number 22 “Earnings Credit on Account Balance” for more detail.

The County currently maintains approximately 45 checking accounts at its depository bank. Total monthly volume of transactions processed is approximately 4,000 to 6,000 checks written and approximately 6,000 total deposits. Note Desktop deposits is utilized in high volume offices.

#### 4. INVESTMENTS

Tom Green County reserves the right to invest a portion of its funds in government securities and financial instruments of other financial institutions as allowed by State law covering the investment of County funds. Currently, approximately \$48 million is invested outside the County depository. All other county funds are deposited in the County depository. All other things remaining equal, this investment mix is not projected to change dramatically during the term of the depository contract. Proceeds of future bond issues may be invested either in or outside of the County depository.

A copy of the Tom Green County Investment Policy is attached. See EXHIBIT B.

#### 5. LOCATION

**The successful offeror will have a full service facility within Tom Green County and will be able to strongly demonstrate its ability to service the County at the local branch level in all facets of account management.**

Proposing bank will also detail daily pickup services offered and list any additional costs. Currently, the Tom Green County Sheriff's Office courier transports deposits to the bank.

#### 6. LOCKBOX

The County does not currently require lockbox services. If this service is required during the contract period, any fees for lockbox services will be negotiated separately from the depository contract. Applicant banks should provide detailed information about their lockbox services on the Pricing Worksheet

#### 7. AUTOMATED CLEARING HOUSE

Applicant banks must offer processing of Automated Clearing House (ACH) transfers for direct deposit of County employees' payroll to other domestically located banks of their choice. Currently, approximately 830 of the County's 850 employees use direct deposit for their biweekly payroll. The county requires that all applicant banks cash free of charge all "on-us checks" for county employees regardless of the individual's account status with the bank.

Currently, vendor payments are made via printed checks and ACH payments. Please include any program requirements or costs of implementation.

Bank must provide for the acceptance of ACH credits and debits.

Provide details about your ACH Fraud Filter capabilities.

## **8. CHECK IMAGING**

Applicant banks must provide either online front/back imaging of checks paid each month or if hard copies of paid checks are included in the monthly statement, they must be sequentially numbered.

## **9. ON-LINE CASH MANAGEMENT SERVICES**

Applicant banks must offer on-line cash management services. The County requires a secure web-based cash management services portal with Intraday and Previous day access to balance information and transactions. The County requires a high degree of automation within all services areas. All banking transactions must be downloadable to a variety of file types such as .xlsx, .pdf, .csv, .txt. Automated services shall include daily balance reporting including detail on all transactions, online bank statements, online analysis statements, online ACH reporting, online wire transfers, online image retrieval of canceled checks with image retention, online stop payments, and online desktop depositing.

The Bank must also provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process. A Cleared Check Import File shall be made available at least weekly. Bank will ensure that file is formatted to allow import into the County's financial software. Currently, that software is Tyler Technologies ERP Enterprises (previously known as TYLER MUNIS).

The applicant bank shall provide the County with security protocol for online services such as: How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained? How frequently does the bank update and improve the banking online module with new versions of supporting firmware?

**Bank should be prepared to provide the Treasurer's Office an opportunity to physically work with the technology before the bid is awarded.**

## **10. DESKTOP DEPOSIT EQUIPMENT**

The Bank will provide and maintain desktop check scanners and provide any consumable supplies to keep those scanners in working order, or replace as needed, at no cost to the County.

## **11. IDLE FUNDS**

Applicant banks must offer overnight investments of idle funds via a sweep account to a master repurchase agreement.

## **12. DAYLIGHT OVERDRAFT**

Include in your proposal any Bank policy regarding daylight overdraft charges or handling.

### **13. CASH OVERDRAFTS**

For determining cash overdrafts, the daily cash balance in all County accounts will be added together and only if a cumulative negative balance occurs would the County's account be considered over drafted and any applicable fees charged.

### **14. STOP PAYMENTS**

The Bank will be required to process stop payments immediately on verbal instructions from the Tom Green County Treasurer or authorized designee. Written confirmation will follow request to Bank. Written Confirmation will be in the form of a report.

### **15. STALE DATED CHECKS**

The Bank will agree not to honor stale dated checks on Tom Green County accounts after one hundred and eighty days (180) days.

### **16. STANDARD DISBURSEMENT SERVICES**

Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation. Checks are not valid without countersignature by Auditor. Depository has the responsibility to ensure prior to releasing funds except for jury service payments or restitution collected on behalf of an individual as authorized by law. (Local Government Code 113.043)

### **17. STANDARD 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 bid.

### **18. WIRE TRANSFERS**

Bank must provide the ability to send wire transfers on an automated or manual basis, and to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers to only those recipients as preauthorized by the County Treasurer, with the ability for dual approval of the County Auditor. Dual approval with one approver from a pre-approval list (Treasurer), and a second approver from a different list of authorized approvers (Auditor) is highly preferred.

### **19. ADDITIONAL NOTIFICATION OF FEDERAL/STATE WIRE PAYMENTS**

Notification via secured email or online banking portal notice is required for any deposits made by Federal or State wire payments on the day the deposit is posted.

## 20. SHORT-TERM FINANCING

The County may require short-term financing during this contract.

## 21. DISBURSED CHECK INFORMATION / 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.

Provide detailed information about the process, notice of file upload acceptance and means available for the County to ensure a successful transmission, and the bank's ability to alert if a file is not received as scheduled, method of exception notification, and how much response time is allotted to clear exceptions. Detail the County's ability, if any, to retrieve and act on any exceptions that have timed out. Detail process for releasing or approving a timed out exception.

## 22. EARNING CREDIT ON ACCOUNT BALANCES

Charges for services should be at least partially offset by an earnings credit on monthly account balances. Please specify the calculation of earnings credit allowed by the Bank. Earnings Credit Minimum Floor Rate will be specified, as well as conditions for the ECR rate float.

An example is as follows:

<b>EXAMPLE</b>	
Collected Bank Balance	\$ 500,000
(Less Reserve Requirement at 10%)	<u>50,000</u>
	450,000
Times Earning Allowance (Assume 91 day T-Bill Rate)	<u>x 1.0%</u>
Annual Earnings Credit	4500
Divided by	<u>÷ 12</u>
<b>Total Monthly Earnings Credit</b>	<b>\$ 375</b>

**Please specify Bank's Calculation in your bid.**

## 23. TRANSITIONAL EXPENSE ALLOWANCE

State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks or the items and value of the banking supplies that would initially be provided at no cost to the County. (For example, checks, deposit slips, endorsement stamps, lock bags, etc.)

## 24. PROCUREMENT CARDS AND CREDIT CARDS

The County currently utilizes firms other than the bank depository for these services. Tom Green County may request issuance of purchasing cards, at the discretion of the County Auditor and Treasurer, with the approval of the Tom Green County Commissioners Court.

Please list any pricing and specifications as to the products and services you can provide for a County purchasing card with restricted merchant and product codes. Also provide a general overview of your credit card offerings.

Cards issued in the County's name will only be issued with approval of Commissioners Court as presented by the County Auditor.

Any card issued without proper authorization, including charges using said card, shall be at the liability of the bank.

An itemized statement should be sent to the County Treasurer monthly. Balances paid within thirty (30) days of Statement Closing Date will not incur any service, interest, or late charges.

Tom Green County reserves the right to withhold payment of any charge pending validation.

## 25. AUDIT PROCEDURES

Tom Green County's internal and external auditors utilize standard bank confirmations during their audit procedures. The Depository Bank shall furnish the information requested at no cost within a reasonable amount of time. The Treasurer and County Auditor are authorized to request the confirmations on any account maintained by the Bank, including those accounts on which they may not be a signatory.

## 26. CONTINUING REPORTING REQUIREMENTS

a. Bank Financial Information:

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

b. Monthly Account Statements:

**Bank Statement period is from the first to the last day of each month.** Monthly bank statements will include checks, deposit slips, transfer slips and debit and credit memos processed for ALL ACCOUNTS. This statement shall show the number of checks, deposit and deposit items posted, daily ledger balances, average daily collected balance for the month and other items on which charges are based. Canceled check imaging shall be made available, sorted in numerical order by account. Such statements and supporting information shall be provided within two working days after calendar month-end to be made available on the online banking portal. Bank must provide the details about how long images may be viewed directly through the online portal, and must provide a means for archiving the document copies for the

County's later retrieval as necessary throughout the County's record retention schedule. Currently, that is five fiscal years following the end of the current fiscal year for most payments, but certain funds have much longer retention periods and would possibly require a file download transfer to the County.

Please include a sample bank statement with your proposal

c. Accounts Utilizing the County's Federal Identification Number

The Depository shall notify the County Treasurer any time an account is requested to be opened or that is opened that utilizes Tom Green County's Federal Identification Number. Additionally, the Depository shall furnish upon request by the Treasurer or County Auditor all accounts utilizing Tom Green County's Federal Identification Number. Accounts can only be closed upon receiving a written joint request from the County Auditor and County Treasurer.

Verification of authorized signors on any Tom Green County account under this RFP shall be provided upon the request of the County Auditor or County Treasurer.

#### IV. REQUIRED FORMS

##### AFFIDAVIT

**Authorized Officer:** All pages in the vendor's bid containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. The period of acceptance of this bid will be sixty (60) calendar days from the date of the bid opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared before me \_\_\_\_\_, agent for \_\_\_\_\_, and has been duly authorized to execute the foregoing bid on behalf of the said \_\_\_\_\_.

I hereby certify that the foregoing bid has not been prepared in collusion with any other vendor or other person or persons engaged in the same line of business prior to the official receipt of this bid. Further, I certify that the vendor is not now, nor has been for the past six (6) months directly or indirectly, concerned in any pool or agreement or a combination thereof to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.

\_\_\_\_\_  
Printed Name of Vendor

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

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Vendor

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

Subscribed and sworn to before me by \_\_\_\_\_ on this day of \_\_\_\_\_, 2016.

Notary Public in and for the State of \_\_\_\_\_

**SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH PROPOSAL.**  
**FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION**



### VENDOR REFERENCES

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

#### **REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

#### **REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

#### **REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

## **V. WORKSHEETS**

**PLEASE REMEMBER TO SUBMIT THE WORKSHEETS IN PAPER FORMAT  
AND ALSO IN EXCEL FORMAT ON A FLASH DRIVE**

# Bid Worksheet for Bank Depository RFP # 23-008

Worksheet 1 of 4 Required

<b>Interest Bearing Checking Accounts</b>		
	Variable Interest Margin	Fixed Interest Rate
Interest Bearing Checking Accounts		

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%.

<b>Interest Rates on Bank Certificates of Deposit</b>		
	Less than \$100,000	More than \$100,000
Maturity 7-29 Days	+ basis points	+ basis points
Maturity 30-59 Days	+ basis points	+ basis points
Maturity 60-89 Days	+ basis points	+ basis points
Maturity 90-179 Days	+ basis points	+ basis points
Maturity 180 Days - less than 1 Year	+ basis points	+ basis points
Maturity 1 Year or more	+ basis points	+ basis points

91 Day US T-Bill Auction Discount Rate (as determined by latest T-Bill Auction)  
Quote as "+ \_\_\_\_ basis points

<b>Certificates of Deposit - Fixed Interest Rate</b>		
	Less than \$100,000	More than \$100,000
Maturity 7-29 Days	%	%
Maturity 30-59 Days	%	%
Maturity 60-89 Days	%	%
Maturity 90-179 Days	%	%
Maturity 180 Days - less than 1 Year	%	%
Maturity 1 Year or more	%	%

Use the date of March 1, 2023 for calculation purposes.

Bank Name:
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## Bid Worksheet for Bank Depository Bid # 23-008

Worksheet 2 of 4 Required

DESCRIPTION	COST PER ITEM	COST PER ACCOUNT
ACCOUNT MAINTENANCE FEES	\$	\$
ACH FRAUD FILTER	\$	\$
ACH MONTHLY FEES	\$	\$
ACH TRANSMISSION CHARGE	\$	\$
ARP CHECKS PAID - PARTIAL RECON	\$	\$
ARP CHECKS RETURNED W/STATEMENT-ITM	\$	\$
ARP MONTHLY BASE - PARTIAL	\$	\$
ARP PART POSITIVE PAY ISSUE - ITEM	\$	\$
ARP PARTIAL RECONCILIATION - ITEM	\$	\$
ARP SERIAL SORT MONTHLY BASE	\$	\$
ARP SERIAL SORT-PER ITEM	\$	\$
CASH DEPOSITED >1M/\$1-BRANCH/STORE	\$	\$
ONLINE CASH MANAGEMENT SERVICES MONTHLY FEES	\$	\$
CREDITS POSTED	\$	\$
CHECKS PAID	\$	\$
SERIAL SORT PER ITEM	\$	\$
DEPOSITED CHECKS - LOCAL	\$	\$
DEPOSITED CHECKS - ON US	\$	\$
DEPOSITED CHECKS - REGIONAL	\$	\$
DEPOSITED CHECKS - TRANSIT	\$	\$
DEPOSITED CHECKS - AFFILIATES	\$	\$
ELECTRONIC CREDITS POSTED	\$	\$
ELECTRONIC DEBITS POSTED	\$	\$
POSTIVE PAY MONTHLY FEE	\$	\$
RETURN ITEM - CHARGEBACK	\$	\$
RETURN ITEM REDEPOSITED	\$	\$
RETURN ITEM SPECIAL INST MTHLY BASE	\$	\$
ROLLED COIN ORDERED - BRANCH/STORE	\$	\$
WIRE TRANSFERS- BOOK TRANSFER (IN HOUSE)	\$	\$
WIRE SERVICE MONTHLY FEE (ONLINE)	\$	\$
WIRE IN DOMESTIC	\$	\$
WIRE OUT DOMESTIC/DRAW	\$	\$
ZERO BALANCE MONTHLY BASE	\$	\$
CHECK PRINTING (COUNTINOUS/SINGLE 8 1/2 X 11)	\$	\$
DEPOSIT SLIPS/DEPOSIT BOOKS	\$	\$
NIGHT DEPOSITORY SERVICES WITH BAGS/KEYS	\$	\$
STOP PAYMENT FEES	\$	\$
ACCOUNT OVERDRAFT CHARGE	\$	\$

Bank Name:
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**Bid Worksheet for Bank Depository RFP # 23-008**

**Worksheet 3 of 4 Required**

**Pricing Worksheet - 5 Pages**

<b>Service</b>	<b>Unit Basis</b>	<b>Proposed Item Fee</b>	<b>Information/Notes (as applicable)</b>
<b>Account Services</b>			
Average Ledger Balance			
Account Maintenance Fee	Per account		
Subsidiary Account Maintenance	Per account		
Money Market Account Maintenance Fee	Per account		
Interest Bearing Accounts Maintenance Fee	Per account		
Investment Sweep Maintenance	Per account/Per Mo		
Dr/Cr Sweep Transaction Fee	Per item		
ZBA Account - Subsidiary	Per account		
Credits Posted	Per item		
Debits Posted	Per item		
Credits Posted	Per item		
Negative Collected Balance Fee	Per item		
Overdraft Item Returned	Per item		
Overdraft NSF Item Paid	Per item		
Statement Cycles			
DDA Statement with Images	Per month		
Printed Statement	Per account		
Printed Statement with serial sorted items	Per account		
Imaged E-Statement	Per item		
Overdraft NSF Item Paid	Per item		
<b>Automated Services - Balance &amp; Detail</b>			
Account Maintenance Fee (with history)	Per account/mo		
Online Reporting Client Maintenance Fee-Basic Banking	Per relationship		
Online Reporting Maintenance -Additional Accounts	Per account		
User Module Fee	Per month		
Online Access Maintenance Fee	Per account/overall		
Online Access Subscription Fee	Per month		
Online Viewing < 90 days	Per month		
Online Viewing > 90 days	Per month		
Previous day Reporting	Per account		
Previous Day Dr/Cr Items	Per item		
Intraday Subscription Mo Base	Per item		
Current Day Reporting	Per item		
Current Day Items	Per item		
Transactions Loaded	Per item		
Automated Check Services - Maintenance	Per item		
Search Capability	Per account		
Event or Alert Messaging Service - E-mail	Per account		
Online Image View Maintenance	Per account		
Image Capture per Image	Per item		
Image Retrieval per Retrieve	Per item		
Image Retrieval - per image	Per item		
Image Retention Per Item	Per item		
Special Report Fee	Per item		
CD ROM Media	Per item		
CD ROM Items	Per item		
CD Paid Check Image	Per item/mo		
CD ROM Maintenance	Per item		

Service	Unit Basis	Proposed Item Fee	Information/Notes (as applicable)
<b>Branch Deposits</b>			
Commercial Account Maintenance	Per account		
Branch Credits Posted	Per event		
Branch Immediate Verification	Per item		
Branch Deposit Post Verification	Per item		
Branch Deposit - Currency	Per \$\$		
Items Deposited - Credits Posted	Per deposit		
Credits Posted	Per item		
On-us Items	Per item		
Off-us Items	Per item		
Transit	Per item		
Encoding Charge	Per item		
Foreign Check Deposit	Per item		
Paper Check Return Maintenance	Per month		
Paper Check Return	Per item		
Branch Deposit Correction	Per item		
Branch Order Currency Strap	Per item		
Branch Order Processed	Per item		
Branch Coin Roll Furnished	Per item		
Return Item - Chargeback	Per item		
Return Item Special Instructions	Per item		
Return Items-Special Inst. Monthly Base	Per item		
Deposit Return Redeposit Reclear	Per item		
Return Item with maker name	Per item		
Return Item Redeposited	Per item		
Return Fax Copy	Per item		
Return Image	Per item/mo		
Check Exception Return	Per item		
Check Photocopy Retrieval	Per item		
<b>Remote Deposit Services</b>			
Remote Deposit Maintenance	Per account/mo.		
Item Capture - Local Clearing	Per item		
Item Capture - On us	Per item		
Item Capture - Regional	Per item		
Item Capture - Transit	Per item		
Item Capture - Canadian	Per item		
Credit Posted	Per item		
On Bank Deposit Item	Per item		
Non Bank Deposit Item	Per item		
Remote Capture Items Deposited	Per item		
Reporting Services	Per item		
Deposit Report per item	Per item		
Image Retrieval Service	Per item		
Transmission	Per transmission		
Transmission Detail	Per item		
<b>Back Office Paper-To-Electronic Check Conversion (not currently using this feature, but may during contract period)</b>			
Smart Decision ACH transit	Per item		
Smart Decision EFATM Ach Transit	Per item		
Smart Decision Vault ACH Transit	Per item		
Smart Decision Exp Ntwk Vlt ACH Trans	Per item		
Smart Decision Electronic Check ACH On-us	Per item		
Smart Decision Electronic Check ACH Transit	Per item		
ARC/BOX Chargeback No IRD	Per item		
Return Item Converted Check Chargeback IRD	Per item		
Return Item Converted Check Redeposit 2nd	Per item		
Return Item Converted Check Redeposited	Per item		

Service	Unit Basis	Proposed Item Fee	Information/Notes (as applicable)
<b>Vault Services</b>			
Vault Deposit - Base Fee Processing	Per item		
Vault Deposit Non-standard Bag	Per item		
Vault Deposit - Fed Ready (Full Order Strapped)	Per item		
Vault Currency/Coin Deposited	Per \$\$		
Vault Deposit Partial or Mixed Bag	Per item		
Vault Deposited Checks - On-U's	Per item		
Vault Deposited Checks - Local Clearing	Per item		
Vault Deposited Checks - Regional	Per item		
Vault Deposited Checks - Transit	Per item		
Vault Deposit - Change Order	Per item		
Vault Deposit Adjustment	Per item		
<b>Disbursement Services</b>			
DDA Checks Paid	Per item		
Commercial Check Cashing	Per item		
<b>ACH Processing</b>			
ACH Account Maintenance	Per month		
ACH Online Maintenance	Per month		
ACH Debits Originated	Per item		
ACH Credits Originated	Per item		
Internet ACH One Day Item	Per item		
Internet ACH Two Day Item	Per item		
ACH Received Item	Per item		
ACH Debits Received	Per item		
ACH Credits Received Electronic Credits Posted)	Per item		
ACH Addenda Records (originated/received)	Per item		
ACH Notification of Change	Per item		
ACH Return Fax Notification	Per item		
ACH CR Originated Night Cycle	Per item		
ACH Return	Per item		
ACH Return Items DR/CR	Per item		
ACH Fax NOC	Per item		
ACH E-mail Notification	Per item		
Internet Batch Release ACH	Per item		
ACH File Transmission	Per item		
ACH File Processing	Per Item		
ACH Exception Process - Duplicate File	Per item		
ACH File Delete/Reversals	Per item		
ACH Fax Service	Per item		
Fraud Filter/Block Maintenance	Per account		
Fraud Filter Online Filter Mo Base	Per account		
Filter/Block Authorized ID (filter on DR block)	Per item		
Filter/Block Filter Review Item	Per item		
Filter/Block Report	Per month		
Filter/Block Notification of Change	per item		
Filter/Block Fax NOC	per item		

Service	Unit Basis	Proposed Item Fee	Information/Notes (as applicable)
<b>Positive Pay</b>			
Positive Pay Monthly Maintenance with Partial Recon	Per account/month		
Positive Pay Monthly Maintenance without Recon	Per account/month		
Positive Pay Items without Recon	per item		
Positive Pay Exception - Image	Per item		
Image Capture	Per item		
Payee Name Image Reviewed Item	Per item		
Positive Pay Exceptions - Checks Returned	Per item		
Positive Pay Exceptions Online	Per item		
Issue Match ( Payee)	Per item		
ARP Register Input online	Per item		
ARP Partial Positive Pay Issue	Per item		
Issue Input with Reconciliation	Per item		
ARP Exceptions	Per item		
ARP Manual Key Entry	Per item		
ARP Online Statement statement mo base	Per item		
ARP Outgoing File	Per item		
ARP Fax Fees	Per item		
ARP Statement Monthly - Automated	Per month		
ARP Aged Issue Records On File	Per item		
Partial Recon Maintenance	Per account/month		
Partial Recon Detail	Per item		
Excessive ARP Rejects	Per item		
Recon Output File Transmission	Per item		
Recon Output Detail Transmission	Per item		
<b>Stop Pays</b>			
Stop Pay - Automated	Per item		
Stop Pay - Electronic	Per item		
Stop Pay - Automatic Renewal	Per item		
<b>Wires and Transfers</b>			
Service Monthly Maintenance for Wire Services	Per month		
Incoming - Domestic	Per item		
Outgoing - Domestic	Per item		
Book Transfer	Per item		
Template Storage	Per item		
<b>Safekeeping</b>			
Service Monthly Maintenance Custody	Per item		
Clearing Fees	Per item		
FRB	Per item		
DTC	Per item		
Safekeeping Fees	Per item		
FRB	Per item		
DTC	Per item		
Custody per CUSIP/Holding	Per item		
Income Collection to DDA	Per item		
Income Collection - Coupons	Per item		
Income Collection - Maturities	Per item		
Income Collection - Calls	Per item		



Service	Unit Basis	Proposed Item Fee	Information/Notes (as applicable)
<b>Pay Cards ( not currently using this feature, but may during contract period)</b>			
Monthly Maintenance	Per card		
Initial Card - Generic	Per card		
Enrollment Fee	Per card		
Inactivity (Dormancy) Fee	Per card/month		
<i>Service Costs to Card-carrier</i>			
ATM Cash Withdrawal	Per item		
Cash advance OTC	Per item		
ATM Balance inquiry	Per item		
PIN Purchase	Per item		
Non-PIN Purchase	Per item		
<b>Scannable (Image) Lockbox (not currently using this feature, but may during contract period)</b>			
SNLB Maintenance	Per item		
SNLB Wholesale Item	Per item		
SNLB Item Non-Scannable	Per item		
SNLB Paper Delivery Preparation	Per item		
SNLB No Check Item	Per item		
SNLB Document Image Capture	Per item		
SNLB Sort Manual	Per item		
SNLB Groups/Sort Complex	Per item		
SNLB Check Check Micr Capture	Per item		
SNLB Data Capture	Per item		
SNLB Cash Processing	Per item		
SNLB Deposit Preparation	Per item		
SNLB Additional Reports	Per item		
SNLB Data Transmission Maintenance	Per item		
SNLB Data Transmission Item	Per item		
SNLB Package Preparation	Per item		
SNLB Postage	Per item		
SNLB Document Image Presentment	Per item		
SNLB Extended Storage	Per item		
SNLB Unprocessable Item	Per item		
SNLB Long Term Storage Checks	Per item		
SNLB Long term Storage B&W Document	Per item		
SNLB Incoming Courier Package	Per item		
SNLB Return Item Maintenance	Per item		
SNLB Check Clearing	Per item		

**Bid Worksheet for Bank Depository RFP # 23-008**  
**Worksheet 4 of 4 Required / 4 Pages**

<b>Consolidated Account and Sweep Structure</b>	<b>Response</b>
a. Describe the bank's ability to provide a ZBA-master sweep structure and indicate whether the individual accounts would be swept first to a master account or be swept directly from individual accounts (for interest application). Indicate your most cost beneficial structure especially considering the large number of accounts. Include classifications of accounts (ZBA or other) to be used in the structure.	
b. Describe alternatives to the sweep during this low interest rate environment before sweeps again provide a viable alternative. Is the bank offering any internal account or a rate floor on liquid funds? Describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure. If rate indexed, what is the index basis?	
c. Will sweep activity, when used, be reported on a daily detail basis (each debit and credit) or summarized on a monthly basis? Preference would be to not provide daily detail for reconciliation purposes.	
d. Will interest from the sweeps be applied at the master or individual account level?	
e. Provide the prospectus for any sweep fund alternatives. An AAA-rated, SEC registered government fund must be utilized for the sweep.	
f. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held overnight.	
g. The County may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.	
h. Will the bank assess a direct FDIC charge on the account analysis? At what rate and frequency currently?	
<b>Online Cash Management System</b>	
a. Fully describe the bank's on-line service capabilities and systems, with examples. List system's online capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.) and describe any differentiation on transaction and summary account types.	
b. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images.	
c. Can customized reports draw across reporting modules and activities? Are reports downloadable to Excel, HTML, pdf, txt, csv?	
d. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? Is intra-day information real-time or delayed? Specify.	
e. Detail the level of information available on both prior and intra-day reporting.	
f. Define the history retention/archiving features available.	
g. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.	
h. Describe the security protocol for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?	
i. What are the hours of available technical support? Where is the technical support located? How is support provided?	
<b>Standard Collection and Deposit Services</b>	
a. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) vault?	
b. What deposits must be made to a vault? Where is the closest vault located? Describe the process if the vault is not located in County limits.	
c. Does the bank <u>require</u> deposit to the vault for any reason? Are any courier transfers necessary?	

<b>Consolidated Account and Sweep Structure</b>	<b>Response</b>
d. What is the cost of deposit slips and plastic tamper proof deposit bags through the bank?	
e. Does the bank require or prefer strapping and rolling? What are the cost options/benefits/requirements for separating cash and checks?	
f. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?	
g. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?	
h. How and when does notification of return items take place? Provide an example.	
i. What type deposit bags are used or required?	
j. If provisional credit is given on deposit before verification, when does verification occur?	
k. How much advance notice is required on coin and currency orders? Can orders be placed on line? What is the turn-around time on orders?	
l. Describe any program available for immediate credit on coin/currency.	
m. Include a list of all the bank's deposit locations within the County's limits (banking center, branch, and vault).	
n. Does the online service require any additional software such as java or any other utility? If so, what utility and what version?	
<b>Remote Electronic Check Acceptance and Conversion</b>	
a. Describe the bank's process and capabilities for remote capture. Describe equipment needs, capabilities, and limitations. A web-based system is required.	
b. Discuss and define any additional virtual collection services offered for the capture of both the check and remittance document.	
c. What is the final deposit cut-off time with remote?	
d. Are there any limitations on batch size or number of transmissions per day?	
e. If a check is accepted and subsequently returned by the bank NSF, define the process. What obligations/liabilities does the County have? The bank? How will collection be made?	
f. What options does the County have in scanners for use with the process in various volume locations? Is this equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).	
<b>Positive Pay</b>	
a. Describe data transmission file and timing requirements for check registers. Are transmission charged by file and by detail item?	
b. Is positive pay input for manual checks available on-line? Describe fully.	
c. Is exception reporting and handling managed totally online? Describe.	
d. At what specific time is positive pay exception information reported to the County? Is e-mail notification available or must the County check for exceptions?	
e. At what specific time is the response required for County exception elections?	
f. Describe your payee verification process. What check elements are being verified by the process during clearing?	
g. Does the bank review exceptions errors for possible repair before creating a County exception item?	
h. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?	
<b>Wires and Internal Transfer Services</b>	
a. Can all wire transactions be initiated online? Monitored online?	
b. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?	

Consolidated Account and Sweep Structure	Response
c. What level of authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?	
d. Is future dating of wires and transfers available? How far in advance?	
e. State wire access, posting, and cut-off times.	
f. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.	
g. Can internal account transfers be processed totally on-line? Book debits/credits? Is there a fee for County internal transfers?	
Imaging	
a. Describe the bank's optical imaging process and what items are captured (checks, statements, deposit slips, deposited items, etc.)	
b. What images are available on-line? When? How long are images available on line?	
c. Are all images downloadable? .	
d. Is a monthly CD provided? When?	
ACH Services	
a. Is online ACH service available for individual transactions as well as by transmission for batched files?	
b. What is the policy and process for handling of ACH returned items?	
c. Can ACH items and files be future dated?	
d. What specific filters and blocks are available on the accounts?	
e. What policy and process is used for file and item reversals and deletions?	
f. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? Does access to this information require access to additional, specific EDI modules?	
g. Will the County incur a transmission and/or file processing fees for on-line individual ACH transactions?	
Safekeeping Services	
a. Does the bank provide safekeeping services? Are there any plans to cancel this service in the next four years?	
b. Is online information available for securities? Describe.	
c. Describe bank safekeeping arrangements proposed. Identify any correspondent bank used for custody. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional County actions required.	
d. Are services bundled under safekeeping by cusip or Par amount or are charges made for individual clearing, safekeeping and income distribution?	
e. How are safekeeping fees charged? Hard charge or on the account analysis?	
f. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?	
g. What time are delivery instructions required? Is there a fee charged for late instructions.	
Lockbox	
a. Where is the lockbox facility located? What/which post office options are available for use? Who performs the fine sort, the bank or the post office?	
b. What address (city location) would, or could, be used for remittance on each?	
c. Describe the flow and processing at the facilities.	
d. Describe the different methods by which deposit and balance information is made available.	
e. By lockbox facility, detail whether the mail is picked up or delivered directly to the facility? How many times daily? How many hours of operation each day?	
f. Describe the major components of the overall process focusing on funds availability and quality control. How many deposits are made daily?	

Consolidated Account and Sweep Structure	Response
g. Is image processing currently included? Are there additional imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?	
h. How are the fees set for lockboxes? Describe each fee type.	
i. Will mail be processed on all shifts including weekends?	
j. Can the bank combine multiple deposits to a single ledger credit for statement purposes? Can you provide the multiple deposit information?	
k. What are the bank's ledger cut-off times?	
l. Does the bank process wholesale and retail lockbox on the same equipment? If so, how are payments prioritized?	
m. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.	
n. Provide the names, contact names and telephone numbers of at least two comparable lockbox clients for the lockbox facility.	
o. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?	
p. Describe any future plans for enhancements to the service and the dates these should be available.	
q. Describe how availability will be computed.	
r. Who retains liability for the deposit?	
s. Describe the data transmission protocol process (BAI, 823, 820, or other) and provide sample reports to be received, if any. Is their full MICR capture?	
t. What is the earliest transmission time that information is available on the daily deposit(s)? Intra-day? Is this information available online?	
u. On any given day, at what time can the bank report the total amount to be credited to the designated account? Does this include same-day; one-day and two-day float information?	
v. How long before the notification deadline do you stop accepting/processing incoming mail?	

**VI. EXHIBIT A: SUMMARY ANALYSIS**

# Treasury Management Pro Forma

Tom Green County

Dec-22

## ANALYSIS SUMMARY

Average Positive Collected Balance	\$	28,164,136.46
Reserve Requirement @ 0.00%	\$	
Investable Balance Available for Services	\$	28,164,136.46
Monthly Analyzed Charges	\$	
Net Monthly Analyzed Charges	\$	
*Monthly Fee Based Charges	\$	
Total Monthly Analyzed Charges	\$	
*Charges not offset by balances		

## SERVICE DETAILS

AFP Code	Service Description	Volume	Service Charges
<b>BALANCE &amp; COMPENSATION INFORMATION</b>			
000230	RECOUPMENT MONTHLY IB	28,306	
<b>BALANCE &amp; COMPENSATION INFORMATION Subtotal</b>			
<b>GENERAL ACCOUNT SERVICES</b>			
010000	ACCT MAINTENANCE	33	
010010	ACCT MAINTENANCE CHEXSTOR-PLUS	13	
010100	DEBITS POSTED	290	
010310	DDA STATEMENT - PAPER	1	
010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	345	
010307	CEO E-STMT SUBSCRIPTION - ACCOUNT	20	
010307	CEO E-STMT SUBSCRIPTION - ITEM	1,267	
<b>GENERAL ACCOUNT SERVICES Subtotal</b>			
<b>DEPOSITORY SERVICES</b>			
100006	CASH DEPOSITED IN WF BRANCH	37,074	
10001A	POST VERIFY CASH DEPOSITED	217,099	
100040	CASH ORDER FEE IN A WF BRANCH	23	
100040	ROLLED COIN FURNISHED BY WF BRANCH	31	
100040	CURRENCY FURNISHED BY WF BRANCH	7,527	
100416	CEO RETURN ITEM RETRIEVAL-IMAGE	12	
100416	CEO RETURN ITEM SERVICE MTHLY BASE	38	
100400	RETURN ITEM - CHARGEBACK	6	
100401	RETURN ITEM SPECIAL INSTRUCTIONS	6	
100401	RETURN ITEM SPECIAL INST MTHLY BASE	1	
100006	BRANCH DEPOSIT	24	
10001A	BRANCH DEPOSIT POST VERIFY	150	
100110	CASH VAULT DEP - NONVERIFIED ENV	2	
100110	CASH VAULT DEP - ROLLED COIN	5	
100225	DEPOSITED CHECK	98	
100224	DESKTOP DEPOSIT-DEPOSITED ITEM	4,638	
<b>DEPOSITORY SERVICES Subtotal</b>			
<b>PAPER DISBURSEMENT SERVICES</b>			
AFP Code	Service Description	Volume	
150122	PAYEE VALIDATION STANDARD-ITEM	607	
150500	WF CHK CASHED FOR NONACCT HOLDER	5	
150724	POSITIVE PAY EXCEPTION - CEO IMAGE	70	
151352	CEO IMAGE VIEW < 90 DAYS - ITEM	276	
151352	CEO IMAGE VIEW > 90 DAYS - ITEM	182	
151352	DESKTOP DEPOSIT IMAGES RETRIEVED	84	
150310	POS PAY CHECKS WITH NO ISSUE RECORD	59	
150222	POSITIVE PAY EXCEPTION CHECKS RETND	0	
150310	POSITIVE PAY EXCEPTIONS - ITEM	79	
150030	POSITIVE PAY MONTHLY BASE	4	
150120	POSITIVE PAY ONLY - ITEM	47	
150030	POSITIVE PAY ONLY MONTHLY BASE	14	

150240	PYMT AUTH MAX CHECK MTHLY BASE	27
150410	STOP PAYMENT - ONLINE	32
150100	DDA CHECKS PAID	857
151350	IFI MAINTENANCE PER PRODUCT	1
151354	IFI PAID CHECKS - IMAGE	781
	<b>PAPER DISBURSEMENT SERVICES Subtotal</b>	

**PAPER DISBURSEMENT RECON SERVICES**

200120	ARP PARTIAL RECONCILIATION - ITEM	140
200201	CEO CHECK ISSUES-ITEM	350
209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	6,449
200201	ARP FULL RECON-ITEM	628
200010	ARP MONTHLY BASE - FULL	2
200020	ARP MONTHLY BASE - PARTIAL	2
200306	ARP OPTIONAL REPORTS	10
200301	ARP OUTPUT - TRANSMISSION	10
200310	ARP PAPER STATEMENT/REPORT DELIVERY	1
200310	ARP PAPER STMT/REPORT MONTHLY BASE	1
200201	ARP PART POSITIVE PAY ISSUE - ITEM	186
200306	CEO ARP STMT & RPTS MONTHLY BASE	3
200100	OUTGOING TRANSMISSION - PER ITEM	800
	<b>PAPER DISBURSEMENT RECON SERVICES Subtotal</b>	

**GENERAL ACH SERVICES**

250201	ELECTRONIC CREDITS POSTED	1,061
250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	3
250000	ACH MONTHLY BASE	2
250102	ACH FUTURE DATED ITEM	3,053
250102	ACH SAME DAY	1
250120	ACH ORIGINATED - ADDENDA REC	65
250220	ACH RECEIVED ADDENDA	196
250202	ACH RECEIVED ITEM	592
250501	ACH TRANSMISSION CHARGE	10
251050	ACH CEO FRAUD FILTER REVIEW MO BASE	46
251053	ACH CEO FRAUD FILTER REVIEW - ITEM	3
250302	ACH NOC - ELECTRONIC	5
250703	ACH CEO SUBSCRIPTION - ACCOUNT	43

**AFP**

Code	Service Description	Volume
250703	ACH CEO SUBSCRIPTION - ITEM	153
250703	CEO ACH HYP ITM DET INQ - PER ITEM	17
	<b>GENERAL ACH SERVICES Subtotal</b>	

**WIRE & OTHER FUNDS TRANSFER SERVICE**

350300	WIRE IN TO USA ACCT-USA DOMESTIC	39
350120	WIRE BOOK TRANSFER CEO/API	145
350100	WIRE OUT DOMESTIC CEO/API	54
359999	WIRE OUT USA ACCT-RETURNED TO CUST	0
	<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE Subtotal</b>	

**INFORMATION SERVICES**

400222	CEO ALERTS SERVICE - EMAIL	1,066
400274	CEO INTRADAY REPORTING ITEMS RPTD	748
400055	CEO INTRADAY REPORTING SUBSCRIPTION	46
400271	CEO PREV DAY REPORTING ITEMS LOADED	2,530
400052	CEO PREV DAY REPORTING SUBSCRIPTION	46
400340	CEO SEARCH	304
400340	WIRE INQUIRY DETAIL PER ITEM-CEO	50
400003	WIRE TRANSFER REPORT BASE-CEO	45
400003	DESKTOP DEPOSIT MONTHLY BASE	27
400231	DESKTOP DEPOSIT REPORT PER ITEM	1,658
	<b>INFORMATION SERVICES Subtotal</b>	

**\*Total Fee Based Charges**  
**Total Service Charges**



We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: [www.wellsfargo.com/accountanalysis](http://www.wellsfargo.com/accountanalysis) for additional information about the services.

#### **Regarding your services**

##### **Alerts Service**

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

##### **Wire Book Transfer**

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

##### **Services with No Volumes**

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message. Thank you for your cooperation.

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**VII. EXHIBIT B: TOM GREEN COUNTY INVESTMENT POLICY**

# **INVESTMENT POLICY**

## **TOM GREEN COUNTY, TEXAS**

**For the period January 1, 2023 -December 31, 2023**

### **I. Investment Scope**

#### **General Statement**

This policy serves to satisfy the statutory requirements of Local Government Code 116.112; Government Code Chapter 2256 and Government Code Chapter 2270 to define and adopt a formal investment policy.

Attached as Appendix C, D, E as per the 85<sup>th</sup> Regular Session of the Texas Legislature.

#### **Funds Included**

This investment policy applies to all financial assets of all funds of the County of Tom Green, Texas at the present time; any funds to be created in the future; any other funds held in custody by the County Treasurer; unless expressly prohibited by law or unless it is in contravention of any depository contract between Tom Green County and any depository bank.

### **II. Investment Objectives**

#### **General Statement**

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners' Court resolution in accordance with 2256.005(d).

#### **Safety**

The County is concerned about the return of its principal; therefore, safety of principal is the primary objective in any investment transaction.

#### **Liquidity**

The County's investment portfolio must be structured in conformity with an asset/liability management plan (mmp) which provides for liquidity necessary to pay obligations as they become due, utilizing investment instruments, the final maturity of which, is one (1) year or less unless approved in advance by the Investment Advisory Committee.

#### **Diversification**

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in specific maturities, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for safety of principal, stability of income and reasonable liquidity prior to maturity.

## **Yield**

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and all state and federal law governing investment of public funds.

## **Maturity**

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the maximum rate of return consistent with liquidity requirements. When the County has funds that will not be needed to meet current-year obligations, maximum restraints will be imposed based upon the investment strategy for each fund.

## **Quality and Capability of Investment Management**

It is the County's policy to provide training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the County Treasurer, who is also named County Investment Officer, and other members of the Investment Advisory Committee through courses and seminars offered by professional organizations and associations in order to insure the quality, capability, professional expertise and timeliness of the County Investment Officer and other members of the Investment Advisory Committee in making investment decisions. The County Judge, the County Auditor, County Commissioner and the Citizen are required to receive 10 PFIA hours of education every two calendar years. The Investment Officer will be required to achieve the CIO credential and maintain the CIO credential.

# **III. Investment Responsibility and Control**

## **Investment Advisory Committee**

It is further the purpose of this policy to establish an Investment Advisory Committee comprised of four (4) members and a possibility of a fifth (5<sup>th</sup>) citizen member. Those members being the County Judge, the County Treasurer/Investment Officer, the County Auditor and one Commissioner alternating on an biannual basis beginning with the precinct one Commissioner and followed by the Commissioners' of precincts 2, 3, and 4 and then repeating. The fifth member of the Investment Advisory Committee shall serve a minimum one calendar year term, and shall be a qualified citizen with experience in investment management suggested by the Investment Committee and approved by the Commissioners' Court.

Each member of the investment committee shall attend at least one training session relating to the person's responsibilities on the investment committee and covering the PFIA within one year after being named to the investment committee for the first time. Members shall submit a copy of their respective certificates to the Investment Officer and the TGC Commissioners' Court as a matter of record. The Investment Advisory Committee derives its authority and responsibility from the Commissioners' Court. It will be the responsibility of the committee to oversee the investment of the County's funds and those proprietary and fiduciary funds that Tom Green County has the responsibility and authority to invest. The Investment Officer shall serve as Chair of the Investment Committee and the County Auditor shall serve as Secretary. Meetings may be called, as deemed necessary, by any Investment Advisory member. A quorum consists of three members present.

### **Commissioner Rotating Year Assignment**

<b>Commissioner Precinct #2</b>	<b>1/01/2023</b>	<b>12/31/2024</b>
Commissioner Precinct #3	1/01/2025	12/31/2026
Commissioner Precinct #4	1/01/2027	12/31/2028
Commissioner Precinct #1	1/01/2029	12/31/2030

## **County's Investment Officer**

In accordance with sec.116.112 (a), Local Government Code and/or Government Code Chapter 2256, the County Investment Officer under the supervision of the Tom Green County Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County.

If the investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment of the county, the Investment Officer must file a statement disclosing that personal business interest, or relationship, with the Texas Ethics Commission and the Commissioners' Court in accordance with Government Code 2256.005(i).

The Investment Officer shall maintain the required education hours pursuant to the PFIA 2256.008 Investment Training; Local Governments

### **Liability of Investment Officer**

In accordance with sec. 113.005, Local Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited. If the Investment Officer is other than the County Treasurer, that person must be fully bonded.

### **Citizen Member of Advisory Committee**

The citizen member of the Investment Advisory Committee shall not be included on the Broker Dealer Listing. The citizen member shall refrain from personal business activity that could conflict with proper execution of the County's investment program or which could impair their ability to make impartial investment decisions.

## **IV. Investment Reporting**

### **Regular Reports**

In accordance with Government Code 2256.023, not less than quarterly, the investment officer shall prepare and submit to the Tom Green County Commissioners' Court a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

### **Annual report**

Annually, the County Investment Officer will prepare a written fiscal year report concerning the County's investment transactions for the preceding year and describing the investment position of all of the funds for which the County has the investment authority and responsibility as of the date of the report.

### **Notification of investment changes**

It shall be the duty of the County Investment Officer of Tom Green County, Texas to notify the Tom Green County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

## V. Investment Types

### Authorized

The County Investment Officer shall use any or all of the following authorized investment instruments consistent with Government Code, Chapter 2256 unless noted excluded:

- |    |                          |   |
|----|--------------------------|---|
| a) | Government Code 2256.009 | Authorized Investment: Obligations of, Guaranteed by Governmental Entities. |
| b) | Government Code 2256.010 | Authorized Investment: Certificates of Deposit and Share Certificates.      |
| c) | Government Code 2256.011 | Authorized Investment: Repurchase Agreements.                               |
| d) | Government Code 2256.012 | Authorized Investment: Banker's Acceptances                                 |
| e) | Government Code 2256.013 | Authorized Investment: Commercial Paper                                     |
| f) | Government Code 2256.014 | Authorized Investment: Mutual Funds   |
| g) | Government Code 2256.016 | Authorized Investment: Investment Pools                                     |

### Prohibited

The Tom Green County Investment Officer has no authority to purchase and is prohibited from purchasing any investment instruments pursuant to Government Code Chapter 2270.

Tom Green County further **prohibits** the following investments:

- |                           |  |
|---------------------------|--|
| Government Code 2256.0115 | Authorized Investments; Security Lending Program         |
| Government Code 2256.015  | Authorized Investments; Guaranteed Investments Contracts |

## VI. Investment Responsibility and Control

### Investment Institutions Defined

The Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current depository bank contract:

- A. depository bank;
- B. other state or national banks domiciled in Texas that are insured by FDIC;
- C. public funds investment pool; or
- D. primary government securities brokers and dealers.

### Qualifications for Approval of Broker/Dealers

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument (Attachment "A") substantially to the effect that the registered principal has:

- A. received and thoroughly reviewed the investment policy of the County; and
- B. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization

The Investment Officer may not purchase any securities from a person who has not delivered to the County an instrument in substantially the form provided above according to Section 2256.005(l).

The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with Tom Green County.

## **Standards of Operation**

The County Investment officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

## **Delivery Vs. Payment**

It will be the policy of the County that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery Vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

## **Audit control**

The County Investment Officer will establish liaison with the Tom Green County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

The County Investment Officer is subject to audit by the Tom Green County Auditor. In addition, it is the policy of the Tom Green County Commissioners' Court, at a minimum to have an annual audit of all County funds, investments and investment procedures by an independent auditing firm. The County Investment Officer and the County's investment procedures shall be subject to an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with Government Code 2256.005(m).

## **Standard of Care**

A, In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

B, In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

## **VII. Investment Collateral and Safekeeping**

### **Collateral or Insurance**

The Investment Officer shall insure that all County funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

- A. FDIC insurance coverage;
- B. obligations of the United States or its agencies and instrumentalities;
- C. direct obligations of the state of Texas or its agencies;
- D. other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the state of Texas or the United States or its agencies and instrumentalities;
- E. obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than “A” or its equivalent; or
- F. any other manner allowed by Government Code Chapter 2257 (Public Funds Collateral Act).

### **Safekeeping**

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve bank. All certificates of deposit, insured by FDIC, purchased outside the depository bank shall be held in safekeeping by either the County or a County account in a third party financial institution. All pledged securities by the depository bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve bank.



## **TOM GREEN COUNTY - FUND INVESTMENT STRATEGY**

**GENERAL FUNDS** - Accounts for all financial resources traditionally associated with governments which are not required legally to be accounted for in another fund. Shall be invested to insure funds are available to meet operating demands.

**SPECIAL REVENUE FUNDS** - Accounts that are legally restricted to expenditure for a particular purpose. Usually grant funds under the direction of a certain department. Maturity no longer than twelve (12) months except on special projects for which the department can provide cash flow projections.

**DEBT SERVICE FUNDS** - Accumulated for payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in same manner for payment. Invested to meet obligation payments on 2/1 and 8/1 each year.

**CAPITAL PROJECT FUNDS** - Acquisition and construction of major capital facilities. Invested to meet needs over the length of the project. Based on cash flow projections provided by the appropriate entity.

**TRUST AND AGENCY FUNDS** - Assets held by the County in a fiduciary capacity for other governmental entities. If invested, such funds shall be invested to insure funds are available when reports and funds are disbursed.

**SURPLUS FUNDS** - Funds not expended during a budget year. Shall be maintained and accounted for using generally accepted accounting principles. May be used to increase yields to defer taxes.

**TAX ASSESSOR/COLLECTOR** - Funds that are collected for the state and county. Tom Green County tax funds are collected and invested until the receipts are balanced or as soon as practical. Maturities range from over-night or until needed. Funds collected and invested for the state shall have a maturity of no longer than thirty-four days.

**COUNTY CLERK TRUST FUNDS** - Funds that are deposited in the registry of the County Courts and the Commissioners' Court. Usually invested in a pooled fund, no-load money market mutual fund, insured certificates of deposit, savings accounts and money market checking accounts. Shall provide for immediate liquidity except when ordered invested with a longer maturity by the Court.

**DISTRICT CLERK TRUST FUNDS** - Funds that are deposited in the registry of the Districts Courts. Usually invested in a pooled fund, no-load money market mutual fund, insured certificates of deposit, savings accounts and money market checking accounts. Need immediate liquidity except when ordered invested with a longer maturity by the Court.

## **Tom Green County Broker Dealer List**

Hilltop Securities  
Texas Class Asset Management  
Texas State Bank Trust  
Wells Fargo Securities, LLC

Gilbert Ramon  
Randy Polambo  
Joe Payne

## **Investment Pools List**

Texas Class Local Government Pool  
TexPool Local Government Pool  
TexPool Prime Local Government Pool