



**TOWN OF FAIRVIEW, TEXAS  
REQUEST FOR PROPOSALS (RFP)**

**BANK DEPOSITORY SERVICES**

**PROPOSAL DUE DATE:  
SEPTEMBER 29, 2017 AT 2:00 P.M. (CST)**

**ISSUED BY:**

**Town of Fairview, Texas  
Accounting Department**



## NOTICE OF REQUEST FOR PROPOSALS

### BANK DEPOSITORY SERVICES

The Town of Fairview will accept sealed Proposals for Bank Depository Services **until 2:00 P.M. (Central Standard Time), September 29, 2017**, in Fairview's Town Hall. **Proposals received after this time will not be considered.**

Proposals will be acknowledged on September 29, 2017 at 2:15 P.M. Attendance is not required. All interested persons are invited to attend the acknowledgement at Fairview's Town Hall Council Chambers, 372 Town Place, Fairview, Texas.

Please mark on the outside of the envelope and on any carrier's envelope: "RFP for Bank Depository Services", and send to the attention of Mr. Jason B. Weeks, CPM, Chief Financial Officer, 372 Town Place, Fairview, Texas 75069 (physical and mailing address).

The Town of Fairview will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the Town of Fairview by the given deadline above. Fairview does not have its own U.S. Post Office. Fairview shares the zip code "75069" with McKinney, Texas; therefore, it is important that adequate mailing time is provided in order to accommodate any potential delays in delivery or make arrangements for other delivery methods to secure meeting the closing date and time of the RFP. Electronic transmission or facsimile proposals will not be accepted.

The Town of Fairview reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the Town of Fairview.

Jason B. Weeks, CPM  
Chief Financial Officer  
Town of Fairview, Texas

**TOWN OF FAIRVIEW, TEXAS  
ACKNOWLEDGEMENT FORM  
(Complete & Submit Upon Receipt)**

Request for Proposals for Bank Depository Services

Please fax or mail this page upon receipt of the RFP package and legal notice. The form may be faxed to (972) 248-0268 or emailed to Jason B. Weeks at [jweeks@fairviewtexas.org](mailto:jweeks@fairviewtexas.org).

Check one:

- Yes, I will be able to send a response based on RFP package received.
- Yes, I will be able to send a response based on RFP package obtained from the Town of Fairview's website.
- No, I will not be able to send a response to this RFP for the following reason:

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If you are unable to send your response to this RFP, kindly indicate your reason above and return this form to Mr. Jason B. Weeks, CPM, Chief Financial Officer, Town of Fairview **via fax to: (972) 548-0268 or email to [jweeks@fairviewtexas.org](mailto:jweeks@fairviewtexas.org)**. This will ensure you remain active on our vendor list.

Date \_\_\_\_\_

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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



## REQUEST FOR PROPOSAL FOR DEPOSITORY SERVICES

### I. DESCRIPTION OF THE TOWN & GOVERNANCE

The Town of Fairview (the “Town”) incorporated in 1958, is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State including the Town’s Home Rule Charter, initially adopted by the voters in the year 2006.

For many years, Fairview remained a quiet, somewhat isolated community north of Dallas. Fairview is minutes from hotspots throughout DFW area and is strategically located 30 miles north of downtown Dallas. While the 2000 U.S. Census reported the population of Fairview as 2,664, the 2010 U.S. Census reflected the growth of Fairview listing the population at 7,248 residents. Currently in 2017, the Town has an estimated population of over 9,500. The Town is considered to be a unique oasis in the Dallas/Fort Worth Metroplex due to its combination of small town living and big city amenities.

The Town operates as a Home Rule City under a Council-Manager form of government with a Town Council comprised of the Mayor and six Council Members. The Town Manager is the chief executive officer for the Town of Fairview. The current members of the Town Council are:

Mayor: Darion Culbertson

Mayor Pro Tem: John Adler, Seat 2

Council Members: Bill Nichol, Seat 1  
Henry Lessner, Seat 3  
Pam Little, Seat 4  
Paul Hendricks, Seat 5  
Renee Powell, Seat 6

The Town’s financial services division is overseen by the Chief Financial Officer, Jason B. Weeks. Mr. Weeks oversees the accounting, cash management, accounts payable, payroll, debt management, and financial reporting within the Accounting Department. Fairview accounting system is operated by Tyler Technology – INCODE (Version 9) software. Also, the Town offers customers payment for services by use of credit cards (onsite and off-site through the Town’s website).

## **II. INTRODUCTION**

The Town's depository services agreement with Wells Fargo Bank is set to expire on November 13, 2017; therefore, the Town of Fairview (the "Town") is requesting proposals from eligible financial institutions to serve as the Town's Depository Service (the "Depository") for a five (5) year Depository services contract to be awarded November 8, 2017, with service to begin November 13, 2017 and extend through November 13, 2022. Through this contract the Town intends to minimize Depository costs and improve operational efficiency as it relates to the basic services of receiving deposits, paying items, sending wiring funds, receiving wired funds, stop payments, and other normal business Depository activities. The depository contract will not cover any investment transaction activities other than safekeeping services to include receiving and delivering securities. The Town plans to manage its own investment portfolio. This Request for Proposal (RFP) represents the cash management goals, specifies all Depository required qualifications, the Depository services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions.

The Town has the option to terminate the contract during the first six (6) months of the contract if the successful Offeror does not perform under the contract to the Town's satisfaction. Thereafter, either party may terminate the contract by giving the other party ninety (90) days prior written notice. The successful banking institution may not assign the contract to any other party.

The Town of Fairview is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the Town reserves the right to terminate, without liability to the Town, any contract (or renewal option) for which funding is not available.

## **III. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS**

### **A. MINIMUM QUALIFICATIONS**

Institutions responding to this RFP must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet the Town's requirements as stated in the RFP. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.

### **B. PROPOSAL SUBMISSION INSTRUCTIONS**

#### **1. Proposal Format**

In order to fully and equitably evaluate each institution's ability to meet the depository services needs of the town, a standard reply format is required. Each proposal must include a response to each item in the RFP in the order given. Only proposals submitted in the prescribed format and using the exhibit forms provided will be evaluated for contract award.

#### **2. Submission Requirements**

One original and three (3) copies of the proposal, including all required forms and applicable supporting documentation, are required. The original must be clearly

marked "ORIGINAL" and the copies must clearly be marked "COPY". Proposals for services must be sealed and received by 2:00 PM (CST) Monday, September 29, 2017 and should be marked as specified below.

Town of Fairview  
Attn: Jason B. Weeks, CFO  
372 Town Place  
Fairview, TX 75069

**No bid shall be received after 2:00 PM (Central Standard Time) Monday, September 29, 2017.** Proposals must be submitted containing the following sections in the order indicated:

- a. Cover Letter:** This section should contain the name of the proposing Financial Institution, the address of the proposing office, and the individuals authorized to answer technical, price, and/or contract questions along with their contact information. Additionally, the Town wishes the Depository to identify the closest branch office by location address, as well as provide the distance from Fairview Town Hall to the branch location (Town Hall's address is noted above).
  - b. References:** This section should indicate the Depository's background in providing financial services to public organizations, a list of any financial services contracts currently in place, and provide a list of client references using the Depository's services. The list should include the client name and contact information. Public organizations will be defined by municipalities, school districts and county governments.
  - c. Other Requested Information and Additional Data:** Requested examples of schedules or reports should appear in this section. This section should give any additional information considered essential to the proposal. Alternative proposals, which you feel may benefit the parties, may also be advanced.
  - d. Bid Form:** The Town contemplates a price per item fee proposal with annual payments for services rendered. The compensation proposal should be documented by completing Attachment A – Banking Services Charges and submitting it to the Town with the RFP. It is intended that the "Bid Form" include all of the unit prices for services requested. All volumes indicated are estimates. The contract award will not necessarily be made to the Depository that provides the lowest cost proposal but rather to the Depository that submits the most responsive proposal meeting the Town's requirements. Additionally, the Depository should include, as part of the total price, the cost of any services not itemized on the Bid Form which the bank feels should be included.
- 3. RFP Questions:** There will be no pre-proposal conference. Questions regarding this RFP or the services requested will be accepted in **email form only** at, [jweeks@fairviewtexas.org](mailto:jweeks@fairviewtexas.org) with a copy to [bbowman@fairviewtexas.org](mailto:bbowman@fairviewtexas.org). Responses to all material questions submitted will be communicated to each prospective bidder.

**4. Request for Proposal Amendments**

Modifications or additions may be made as a result of questions submitted. Written notification of any such change will be made in writing to all known bidders. To ensure that you receive the proposal amendments, be sure to notify Jason Weeks at [jweeks@fairviewtexas.org](mailto:jweeks@fairviewtexas.org) of your intent to submit a proposal.

It is the Depository's responsibility to ensure that it has received any and all addenda related to the proposal. It should be the sole responsibility of the respondent to ensure that its proposal is received by the Town within the time limit indicated. The proposal must include a statement that it is valid for a minimum period of ninety (60) days subsequent to September 29, 2017. Late proposals will not be considered.

**5. Confidentiality**

All proposals submitted shall remain confidential. After award, proposals may be available for public inspection dependent upon confidentiality of documents as determined by legal counsel. The Town shall not be responsible for confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

**6. Proprietary Information**

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the restricted information.

**7. Digital Format**

If the Depository obtained the proposal specifications in digital format in order to prepare a response, the proposal must be submitted in hard copy according to the instruction contain in the proposal package. If, in its response, the Depository makes any changes to the published proposal specification, the RFP specification as published shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

**8. Acceptance of Proposal Content**

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the Town upon which the proposal will rely. If a Depository receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Depository from its obligation to comply in every detail with all provisions and requirements.

**9. Compliance with Laws**

By submission of a proposal, all institutions agree that they comply with all Federal, State, and local laws pertaining to this proposal. During the period following issuance

of a proposal and prior to final award of a contract, institutions shall not discuss the procurement with any party, except members of Town Staff designated in this RFP.

#### **10. Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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

#### **IV. REQUIRED FINANCIAL INSTITUTION INFORMATION**

All Depositories must provide, as part of their proposal the following items:

- a) Audited financial statements for the most recent fiscal year
- b) A copy of the current call report
- c) A statement regarding any recent or foreseen merger or acquisition

#### **V. REQUIRED DEPOSITORY SERVICES**

This section lists all the services to be provided by the Depository under this agreement. Attachment A lists each of these services. The Depository should use this attachment to provide the specific price for each service.

##### **A. ACCOUNT STRUCTURE**

The Depository is to provide an operating account and an additional separate account to account for all health insurance premium payments. Also, the Depository is to provide any additional specialized accounts deemed necessary by the Town. Currently, the Town maintains an Operating account, which is a "pooled" account for the Town. In addition to this account, the Town maintains three other separate accounts: 1) Street Repair account, which accounts for bond proceeds used for street repairs, 2) Conference Center account, which accounts for the Noah's Event Center funds (this account is in the process of being closed), and 3) Fairview Employee Benefit Trust account, which accounts for all health insurance premium payments.

##### **B. WIRE TRANSFER SERVICES**

A standard wire transfer agreement will be executed with the Depository. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The Town requires security provisions and procedures. If the wire transfer requests are available online, full information should be submitted detailing the use.



**C. STANDARD DEPOSIT SERVICES**

The Depository must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the Depository's published availability schedule. The Depository should specify in their proposal deposit requirements and commercial and retail deposit locations, including night deposit services and procedures. Currently, the Town maintains two (2) multi feed electronic check scanners for daily check deposits; therefore, the Depository would need to provide similar services that the Town is receiving from the current Depository

Supplies needed by the Town include, but are not limited to: deposit slips and three (3) locking depository bags.

Depository errors resulting in lost interest to the Town will be reimbursed by the Depository to the Town at the amount that would have been earned had the error not occurred.

**D. DIRECT DEPOSIT/ACH**

Describe the requirements and deadlines for ACH transactions. The proposal should indicate when funds will be available in participating banks.

**E. RETURNED ITEMS/INSUFFICIENT FUNDS**

The Depository should submit returned items at least twice before they returned to the Town. Returned items that do not clear on the second attempt are returned to the Town within three (3) business days with a complete description of non-payment. The Town shall receive same day telephone notification of all return items in excess of \$1,000. ACH returns will be faxed within 24 hours of return.

**F. STANDARD DISBURSING SERVICES**

Standard disbursing services for all accounts are required to include payment of all checks upon presentation.

**G. POSITIVE PAY**

The Depository shall provide positive pay reconciliation services, where each check presented for payment is electronically compared against the database provided by the Town. Policies for notification of exceptions should be described.

**H. OVERDRAFT PROVISIONS**

Every effort will be made to eliminate overdraft situations on the accounts of the Town. In the event a check or checks are presented for payment on any Town account with insufficient funds available for payment, the Town will require the Depository to pay said check(s) and promptly notify the Town's designated representative of the existence of the overdraft situation. The Town agrees to cover the overdraft within a maximum of one business day, unless it is caused by the Depository.

Define in the Bid Form what the Depository considers an overdraft to a negative balance in any individual Town account or a negative balance in all Town accounts collectively.

The Town would expect the depository to view all Town accounts together for purposes of charges on overdrawn collected balances.

#### **I. STOP PAYMENTS**

The proposal must include a statement on the Depository's stop payment process on an automated or manual basis. The Depository shall provide the Town with written confirmation of each stop payment.

#### **J. SWEEP ACCOUNT PROVISIONS**

If the Town chooses, the Depository will be responsible for automatically sweeping the balance in all accounts daily to an investment option (money market fund, repo, etc.) in accordance with the Town's Investment Policy. Describe the sweep options and if a money market fund is used, provide a prospectus. The accounts will be swept to the compensating balance. Also describe the collateralization of the sweep account.

#### **K. INVESTMENT OF IDLE FUNDS & SAFEKEEPING OF TOWN SECURITIES**

All certificates of deposit bought by the Town will be bought on a competitive basis. The Town has no obligation to invest its funds with or through the institution awarded the contract. If the Depository is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB III requirements for reporting, if a repurchase agreement is executed with the Depository itself, the collateral must be held in the trust department of the Depository in a separate account.

All securities will be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. All clearing and safekeeping will be in the Depository or its correspondent. Any correspondent and safekeeping arrangement will be stipulated in the proposal.

#### **L. AUTOMATED DAILY BALANCE REPORTING**

The Town requires an automated PC-based reporting system for access to the closing ledger and available balances. Stipulate the time at which the access is available and describe the system to be used. Reporting should include balance and detail reporting. Samples of the reports are to be included in the proposal in the third section.

#### **M. MONTHLY REPORTING AND ACCOUNT ANALYSIS**

##### **1. Monthly Reporting**

Monthly statements for all accounts are to be received within three (3) business days of the next month. The monthly statements will coincide with the calendar months. A sample of a monthly statement should be provided.

##### **2. Account Analysis**

Monthly account analysis reports must also be provided by the Depository on a timely basis for each account and on a total account basis. Account analysis statements shall be prepared each month by the Depository and shall clearly show volume counts, fees charged (as set forth on the Bid Form), and total prices for services. Fees charged to the Town are not subject to change for the length of this contract. Account analysis

statements should include any safekeeping fees charged to the Town and should not be deducted from each security settlement. A sample account analysis format must be provided as part of the proposal.

#### **N. ADDITIONAL SERVICES**

If new services become available and are provided during the period of the contract, they will be charged at the Depository's then published rate.

#### **O. ACCOUNT EXECUTIVE**

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. A brief biography of the account executive to be assigned to the Town's account should also be included. The Depository shall be responsible for training and communicating the terms of the Depository Agreement to Depository employees.

#### **V. COLLATERAL REQUIREMENTS**

The Depository must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits above the FDIC insurance limits, but at no time less than \$250,000. The Depository is required to comply with Texas Government Code Chapter 2257, Collateral for Public Funds and to execute the Security Agreement.

Pursuant to the Security Agreement, Eligible Securities (as therein defined) shall be deposited with a third party custodian not later than five days prior to the deposit of any Town funds. The Depository will execute a tri-party safekeeping agreement with the Town and the safekeeping bank for safekeeping of the securities. The safekeeping bank should be named in the proposal. Collateral will be maintained at a minimum of one hundred and two percent (102%) and marked to market at least once a month. The pledged collateral must be maintained at all times during the term of the Depository Agreement at the levels required in the Security Agreement.

In order to perfect the Town's security interest in the pledged collateral under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), it is required that the Security Agreement and the Custodian Agreement be signed by all parties prior to the deposit of the Town funds. The Board of Directors shall approve the Security Agreement and Custodian Agreement in resolution form or Loan Committee of the Depository as reflected in certified minutes given to the Town. The resolution should also state that the officer signing the Security Agreement and Custodian Agreement is authorized to sign on behalf of the Depository. The signed Security Agreement and Custodian Agreement, Board resolutions and minutes certifying approval of the Security Agreement and Custodian Agreement must be presented to the Town prior to the deposit of Town funds.

Pursuant to the Security Agreement, the Depository may substitute approved eligible securities from time to time, so long as the total value of securities pledged meets the required levels. Substitutions may be made after obtaining written authorization from the Town. New collateral must be received before existing collateral is released. An audit of collateral will be performed annually by the Town's independent auditors and should be available to the Town at any time during the period of the contract.

In the event there is any conflict between the provisions of this RFP and the provisions of either the Security Agreement or Custodian Agreement, the provisions of such latter documents shall control.

## **VI. OTHER STIPULATIONS**

### **A. SERVICE EXCLUSIONS**

The RFP does not include the Town retirement or deferred compensation programs. Additionally, the Town retains the right to invest its funds with any financial institution that provides the Town with the best rate of return. The Town also retains the right to separately contract for services provided by other institutions in addition to those contained in the Depository Agreement.

### **B. REGULATION NOTICES**

The Depository shall notify the Town in writing within ten (10) days of any changes in federal or state regulations or laws that would affect the Depository Agreement. The Depository shall also notify the Town of any services that become available to the Town during the period of the contract.

### **C. RIGHT TO AUDIT**

The Depository's records relating to the Town's accounts shall be open to review by either Town staff or Town appointed independent auditors during the contract period.

### **D. CONTINUED INFORMATION REQUIREMENT**

During the period of this contract, the Depository shall provide to the Town a copy of all annual financial reports and any public information concerning changes in the ownership, management, or financial position of the Depository or its parent holding company.

### **E. MERGER OR ACQUISITION**

Notwithstanding any other provision of this RFP which may be to the contrary, the Depository Agreement and the respective rights and obligations of the parties shall remain in full force and effect and not otherwise be affected by a merger or acquisition of the Depository with or by another legal entity; provided, however, that in the event of any merger or acquisition, whether the Depository is the surviving party or not, of the Depository with or by any other legal entity, the Town may terminate the Depository Agreement and, in any event, shall otherwise not be bound by the assignment of the Depository Agreement unless it is agreed to in writing.

### **F. ANNUAL REVIEW**

The Town shall require a review meeting with the Account Executive at least annually to evaluate the working relationship between the Town and depository bank and address any problems that may arise. Additionally, there may be certain situations that occur during the year that require an immediate meeting to discuss at which time, the Account Executive will have within 2 business days to schedule that meeting.

**G. RIGHT TO TERMINATE**

The Town reserves the right to terminate the Depository Agreement should the Depository fail, close, or be forced into reorganization during the term of the contract and the Depository has not corrected, to the Town’s satisfaction within ten (10) business days of written notification by the Town, failure to perform services as agreed to in the RFP.

**H. AUTOMATIC EXTENSION**

The Depository Agreement shall be automatically extended up to sixty (60) days if the Town is actively proceeding with re-bidding procedures but for whatever reason, cannot finalize the selection process by the end of the contract period.

**I. EMPLOYEE ACCOUNTS**

The Depository will provide checking account opportunities to all Town of Fairview employees with limited limitations to opening the account (i.e. required regular direct deposits in order to avoid account maintenance fees).

**VII. SELECTION PROCESS**

**A. SELECTION CRITERIA**

The following criteria will be used by the Town as the weighting basis for evaluation of the proposals and the award recommendation. The Town will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements will be combined for evaluation of the proposals.

- Responsiveness and ability to provide services and reports required..... 30%
  - Bank services cost and earnings potential..... 40%
  - Experience, references, and continuity of bank and bank officials..... 15%
  - Creditworthiness and stability of the bank..... 15%
- TOTAL ..... 100%**

Selection ratings will be based on a 100-point scale. The Town will choose the Depository submitting the best, most responsive overall proposal to satisfy the Town’s needs.

**B. EXCEPTIONS**

Exceptions, conditions, or qualifications to the provisions of the Town’s specifications or contracts must be clearly identified in writing as such, with the reasons therefore, and alternate language proposed, if any, clearly stated and inserted in the appropriate place in the proposal submission. The Town will consider each exception, condition or qualification to the Town’s specifications and will incorporate same as considered appropriate in the Town’s sole discretion. Items and matters not explicitly excepted in this manner shall be deemed uncontested. The Town is the final judge of acceptability for items quoted in this RFP.

**C. SELECTION PROCESS**

Respondents are advised that the Town reserves the right to evaluate and rank the proposals without input from the respondents. Proposals should be complete as initially submitted;

however, if you are selected for an interview, you will be expected to present not only your proposal, but also your approach.

- The authority for Town staff to enter into a contract with the selected respondent is to be approved by the Town Council at their November 8, 2017 meeting.
- The selected respondent shall enter into negotiations with the Town for the services to be performed. If satisfactory negotiations cannot be concluded, the Town reserves the right to negotiate with the next highest-ranking respondent.
- Should negotiations be unsuccessful, the Town may enter into negotiations with the next, highest rank respondent until an agreement for services and fees are reached. This process may continue until an agreement is reached.
- This RFP does not commit the Town to pay for any direct and/or indirect costs incurred in preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The Town reserves the right to accept or reject all or part of proposals.

#### **D. LOCATION OF VENUE**

The laws of the State of Texas govern this RFP. Venue for any action related to this RFP shall lie exclusively in Collin County, Texas.

#### **E. RIGHT TO REJECT**

The Town reserves the right to negotiate all elements which comprise the proposal to ensure that the best possible consideration be afforded all concerned. The Town reserves the right to reject any and all proposals and to re-solicit for proposals in such event.

### **VIII. SUBMISSION CHECKLIST**

- A.** Cover Letter
- B.** References
- C.** Other Requested Information and Additional Data
  - 1) Audited Financial Statements
  - 2) Copy of Current Call Report
  - 3) Statement Regarding Any Recent or Foreseen Merger or Acquisition
  - 4) Standard Wire Transfer Agreement
  - 5) Deposit Requirements
  - 6) ACH Transaction Requirements
  - 7) Positive Pay Policy
  - 8) Stop Payment Process
  - 9) Sweep Options
  - 10) Correspondent and Safekeeping Arrangement
  - 11) Sample Reports including Summary Balance and Detail
  - 12) Sample Monthly Statement
  - 13) Sample Account Analysis Statement
- B.** Bid Form – Attachment A

<b>ATTACHMENT A - BANKING SERVICE CHARGES</b>			
Any and all anticipated service charges must be shown on this form to be applicable under the agreement. Add additional lines as required.			
<b>Service Unit</b>	<b>Unit Charge</b>	<b>Cost of Service</b>	<b>Avg# of Transaction (6 mo)</b>
Account maintenance-Chexstor	Per Month/Account		6
Account maintenance Chexstor-plus	Per Month/Account		18
ACH CEO Fraud filter review - item	Per Transaction		4
ACH CEO Fraud filter review mo base	Per Account		12
ACH CEO Fraud filter stop mthlybase	Per Account		12
ACH CEO Return subscription-account	Per Account		12
ACH Fax service	Per Account		14
ACH NOC - Info reporting advice	Per Account		1
ACH Payments base fee	Per Month/Per Company ID		12
ACH Payments one day item	Per Item		7408
ACH Payments online batch release	Per Batch/File		43
ACH Payments same day item	Per Item		17
ACH Payments two day item	Per Item		742
ACH received item	Per Item		991
ACH Return item-electronic	Per Item		6
ACH NOC-Info rept advice	Per Item		1
Branch/Store/Night drop deposit	Per Item		167
Cash deposited in Branch/Store	Per Item		91330
Per change order fee in Branch/Store	Per Item		8
Cash ordered in Branch/Store	Per Item		657
Rolled coin furnished by branch	Per Item		4
CEO Basic banking - monthly base	Per Account		6
CEO Basic banking - transfer	Per Item		9
CEO Basic banking addl acct-mo base	Per Account		18
CEO Event messaging service - email	Per Item		11
CEO Image view < 90 days - item	Per Image		3
CEO Image view > 90 days - item	Per Image		2
CEO Search	Per Search		23
Check cashing threshold mo base	Per Account		12
Checks pay to individual block mo base	Per Account		12

Client analysis statement-paper	Per Account		6
DDA checks paid	Per Item		1073
DDA statement - paper	Per Account		24
Debits posted	Per Item		191
Deposited check	Per Item		149
Deposited checks - on us	Per Item		40
Desktop Deposit credit posted	Per Credit		274
Desktop Deposit images retrieved	Per Image		6
Desktop Deposit monthly base	Per Account		6
Desktop Deposit report per item	Per Item		218
Desktop Deposit-deposited item on us	Per Item		662
Desktop Deposit-Non-Bank dep item	Per Item		6399
Disposable bank bags	Per Item		
Electronic credits posted	Per Credit		1195
OTC Debit block monthly base	Per Account		12
Positive Pay monthly base	Per Account		0
Positive Pay exception-CEO image	Per Image		0
Positive Pay exception-checks returned	Per Item		0
Positive Pay exception-item	Per Item		0
Pymt auth max check mthly base	Per Account		12
Recoupment monthly	Per month/Per Thousand Dollar		244.73
Recoupment monthly IB	Per month/Per Thousand Dollar		78578.09
Remote Deposit Scanner	2 scanners		0
Return item - chargeback	Per Item		5
Stop Payment - online	Per Item		7
Bank check cashed for nonacct holder	Per Item		8
Wire In - Domestic	Per Item		105
Wire Out Domestic - CEO	Per Item		25
FDIC Expense	Per \$1,000 of avg Monthly ledger balance		0
Cost of additional Collateral over \$1,500,000	Per \$1,000		0
Setup Charges ACH Fraud Filter - Set up	Per Account		0
ARP Set Up - Full	Per Account		0



