



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Ave
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

BANK DEPOSITORY SERVICES AND/OR BANK SUB-DEPOSITORY SERVICES FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 15RFP120
PROPOSALS MUST BE RECEIVED ON OR BEFORE:
THURSDAY APRIL 23, 2015 BY 2:00PM

PROPOSALS WILL BE PUBLICLY OPENED:
THURSDAY APRIL 23, 2015 BY 2:00PM

PRE-PROPOSAL CONFERENCE
FRIDAY, APRIL 10, 2015 AT 2:00 PM
AT WILLIAMSON COUNTY PURCHASING OFFICE
901 S. AUSTIN AVE, GEORGETOWN, TX 78626

Williamson County is receiving sealed proposals for Bank Depository Services and/or Bank Sub-Depository Services. It is the intent of Williamson 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 and District Clerks. It is further the intent of Williamson County to execute a contract with a bank desiring to be designated as the Sub-Depository for those funds collected and deposited by the Williamson County Emergency Medical Services collections contractor. By returning this proposal, Bank acknowledges that it understands the Local Government Code of the State of Texas, Chapter 116.00 through 116.155 and Chapter 117, as Amended, that pertains to the managing and safekeeping of County funds and that it will comply with these statutes.

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 15RFP120. Specifications and Bid Form for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Proposals may be for the Bank Depository or the Bank Sub-Depository, or both. Respondents should forward one (1) original, two (2) paper copies and one (1) CD or (1) USB copy of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME: Bank Depository Services for Williamson County and/or Bank Sub-Depository Services for Williamson County
PROPOSAL NO: 15RFP00120
DUE DATE/TIME: THURSDAY, APRIL 23, 2015 ON OR BEFORE 2:00 PM
MAIL OR DELIVER TO: Williamson County Purchasing Department
Attn: 15RFP120 Bank Depository Services
901 S Austin Ave.
Georgetown, TX 78626

All Respondents interested in submitting a Proposal are encouraged to attend the Non-Mandatory Pre-Proposal Conference on FRIDAY, APRIL 10, 2015 AT 2:00 PM at Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, TX.

Any questions, clarifications or requests for general information should be directed in writing to the contact listed below:

Brenda Fuller , Senior Purchasing Specialist
RFP # 15RFP120 Bank Depository Services
901 S Austin Ave.
Georgetown, TX 78626
purchase@wilco.org or brendafuller@wilco.org

Question submittals must be made via email, and are due by 5PM CST on Friday April 17, 2015. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal: <http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any **addenda and/or other information** relevant to the RFP will be posted on the Williamson County vendor portal at the following link: <http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed. Exhibits A and B are provided for informational purposes.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP.

BANK DEPOSITORY SERVICES BANK SUB-DEPOSITORY SERVICES

PROPOSAL NUMBER: 15RFP120

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave. Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of RFP	March 31, 2015
Pre-Proposal Conference	April 10, 2015 at 2:00PM
Deadline to Submit Questions	April 17, 2015 by 5:00PM
Proposal Submission Deadline (Late Proposals will not be considered)	April 23, 2015 by 2:00pm
Proposals Distributed to Evaluation Committee	April 23, 2015
Evaluation Committee to Tabulate Scoring and Determines Short List	April 24-May 18, 2015
Conduct Interview/Best and Final Offer/Short List (optional)	May 18-May 22, 2015
Recommendation for Contract Award	June 2, 2015

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, they should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 Definitions

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal(s) which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract(s).

2.2 TERMS AND CONDITIONS

2.2.1 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of four (4) years beginning August 1, 2015 and ending July 31, 2019, ending sixty (60) days from the time fixed by law for the next selection of a depository. 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 Williamson County to provide for the maturity of the timed deposit. The contract shall allow the County to establish, on the basis of negotiations with the bank, new interest rates and terms with the bank for the final two (2) years of the four (4) year contract as established in 116.021 (b) of the Local Government Code of the State of Texas.

2.2.2 Contract Extensions

The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be for an additional twenty-four (24) months. On the renewal of a contract, the County may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by 116.021 (b) of the Local Government Code of the State of Texas. The total period of this Contract, including an extension will not exceed a maximum combined period of seventy-two (72) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Respondent may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

2.2.3 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.4 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.2.5 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.6 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.7 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other

expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

2.2.8 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.9 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.10 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.11 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.12 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.13 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.14 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.15 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.16 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.17 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.18 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean

that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.19 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.20 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.21 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.22 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.23 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Max Bricka, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.24 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.25 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.26 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.27 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.2.28 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.29 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

2.2.30 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.31 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.32 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerers and request the highest ranked firm's Best and Final Offer.

2.2.34 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.35 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.36 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is

resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office,
Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

2.2.37 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

The Respondent's Proposal should include a sample contract for the County's review and consideration.

2.2.38 Two Types of Banking Relationships

The following specifications provide for two types of banking relationships: 1) The Depository Bank will handle daily banking services including , but not limited to, checking accounts, other types of interest-bearing accounts, non-interest bearing accounts and time deposits; 2) Sub-Depository Banks will be authorized to handle checking accounts, other types of interest-bearing accounts, non-interest bearing accounts, and time deposits, not to exceed the Federal Deposit Insurance Corporation's limit per account.

2.2.39 Bank Affiliation

Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A bidder must be a Federal or Texas chartered bank doing business in and having a full service facility within Williamson County, Texas. Banks who operate under State of Texas bank charter may submit a proposal without membership in the Federal Reserve System. State chartered banks **MUST** be able to perform **ALL** services required by this Request for Proposal for either the Depository Bank and/or the Sub-depository Banks. State chartered banks who are submitting a proposal **must** be a member of the Federal Deposit Insurance Corporation.

2.2.40 Good Faith Guarantee

A Bank desiring to be the Depository Bank must submit with the application, a certified check or a cashier's check made payable to Williamson County for not less than one half of one percent of the County's revenue and one half of one percent of the Registry funds held by the County and District Clerks during the preceding fiscal year as guarantee of the good faith on the part of the proposer. Good faith checks should be in the amount of \$1,149,620.00. The check will be held by the County until a Depository Bank is selected. At that time all certified checks will be returned to the proposers.

2.2.41 “Good Faith Guarantee” Not Applicable to Sub-Depository Banks

The Code does not require a Bank desiring to be designated as a Sub-depository bank to submit the above funds described under “Good Faith Guarantee”.

2.2.42 Workers’ Compensation Coverage Requirements

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

2.2.43 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP.** Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent should be able to meet the following requirements:

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

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

3.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 Silence of Specifications

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

3.14 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 4 years** where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal. RFP's for Depository and for Sub-Depository services are separate, therefore Proposals need to be separate as well.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials

- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal (Depository and Sub-Depository) should be organized in the manner described below:

- a. Good Faith Guarantee Check in the amount of \$1,149,620.00 per 2.2.40
- b. Transmittal Letter
- c. Table of Contents
- d. Executive Summary
- e. Proposal Response to Criteria (see 5.0 Specifications)
- f. Price Sheet form Appendix A (Worksheets 1-5) for Depository Proposal
Appendix B for Sub-Depository Proposal
- g. References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C of RFP)
- h. Conflict of Interest Questionnaire (Appendix D of RFP)
- i. Proposal Affidavit and Addenda Acknowledgement (Appendix E of RFP)
- j. Signature Page (Appendix F for Depository RFP)
(Appendix G for Sub-Depository RFP)
- k. Sample Contract

4.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;

6. The Respondent's Federal Employer Identification Number;
7. A commitment by the Respondent to provide the services required by Williamson County;
8. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal. The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal. The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP, to include a statement of the financial condition of the bank. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

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

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted prior to contract award.

4.6 Ethics

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

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and should include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: Bank Depository Services15RFP120
901 S Austin Ave
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 SCOPE OF WORK

5.1.1 Objective/Summary

The objective of this RFP is to obtain proposals for Bank Depository Services. It is the intent of Williamson 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 and District Clerks. It is further the intent of Williamson County to execute a contract with a bank desiring to be designated as the Sub-Depository for those funds collected and deposited by the Williamson County Emergency Medical Services collections contractor. By returning this proposal, Bank acknowledges that it understands the Local Government Code of the State of Texas, Chapter 116.00 through 116.155 and Chapter 117, as Amended, that pertains to the managing and safekeeping of County funds and that it will comply with these statutes.

1. After selecting one or more county depositories, the Commissioners Court shall immediately return the certified checks of the rejected applicants. The Commissioners 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.
2. 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.
3. The County requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As a holder of public funds the County falls under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257, <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2257.htm>) with additional restrictive County requirements. If for any reason funds are not swept, all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 103% with securities authorized by the County. Authorized collateral may include:
 - 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.
 - Federal Reserve Letter of Credit.
4. The Bank must include, as part of the Proposal, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts.
5. The Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.
6. 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. (Preferably the custodian would provide market values on the securities.) The custodian is required to provide a monthly report directly to the County on the collateral pledged.

7. The collateral agreement (or depository agreement detailing collateral requirements) shall be executed under the terms of FIRREA by the bank and the County and approved by resolution of the bank's Board or Loan Committee. If the Federal Reserve is used as custodian the Circular 7 Pledge Agreement will be executed and appended to the agreement.
8. The following conditions must be met:
 - Collateral must be held in an independent third party bank or at the Federal Reserve Bank.
 - Initial collateral will be provided for the County within 15 days after a bank is selected as a County depository.
 - All deposits will be collateralized, above FDIC insurance, at 103% of principal plus accrued interest at all times.
 - The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
 - Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the custodian and the Custodian will prepare a report of collateral pledged including description, par, and CUSIP monthly directly to the County (market value is not required). The monthly report will not come from the Bank.
 - 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 103% or above.
 - The bank shall execute a tri-party safekeeping agreement with the County and the custodian for custody of pledged securities in full compliance with FIRREA. If the Federal Reserve is used as custodian a Pledge Agreement will be executed and appended. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.
9. A Client Analysis Statement for December 2014 is included in Exhibit A of these specifications .
10. The District Clerk and County Clerk offices have three non-interest bearing accounts. Account balances for October 2014 were:
 - District Clerk Registry: \$1,450,066
 - County Clerk Registry: \$257,243
 - County Clerk Bond: \$518,612

5.1.2 Interest

Floating interest rates bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Williamson 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 Code.

5.1.3 Charges

Banks will specify on the bid worksheet their charges for services in connection with the maintenance of the County's checking accounts. Charges not detailed on the worksheet will be provided at no cost to the County. Charges for services are to be calculated net of allowable earnings credits on bank account balances. The County currently maintains approximately 39 checking accounts at its depository bank. Total monthly volume of transactions processed is approximately 3,000 to 3,500 checks written and 1,700 total deposits.

5.1.4 Investments

Williamson 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 \$337M is invested outside the County depository. There are \$175,000,000 of road bonds authorized but not issued. Of this amount approximately, \$100,000,000 will be issued sometime in mid-late April. \$20,000,000 in park bonds are authorized but not issued. Certificates of Obligation not to exceed \$70,000,000 may be issued in May, 2015.

5.1.5 Submitting Financial Statements

Banks wishing to be designated as the Depository Bank will include as part of the Proposal:

- The Proposer's last three (3) quarterly Uniform Bank Performance Reports.
- The Proposer's last three (3) Call Reports.
- The Proposer's Annual Financial Reports for the past two (2) years.

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

5.2 Service Requirements

5.2.1 Contact Person

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

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

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

5.2.2 Analysis Report

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

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

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

5.2.3 Statements

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

An electronic version of canceled checks shall be furnished to the County at months end.

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

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

5.2.4 Payment for Services

The County requests that payment for services and supplies provided be as follows:

Settlement for service charges will occur not later than every six (6) months. If the earnings credit exceeds the total service charges for the payment period, there is no service charge payment due. If the earnings credit is less than the total service charges for the payment period, an invoice for the amount of the net deficiency will be presented to the County Treasurer.

5.2.5 Expense Allowance

State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps, and etc.)

5.2.6 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. Currently, approximately 1,760 of the County's 1,800 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. The bank shall also provide a bank payroll debit card at no cost to the County employee. Bank may charge a replacement fee for lost or damaged cards.

5.2.7 On-Line Cash Management Services

Applicant banks must offer on-line cash management services. The County requires a secure web-based, online cash management services 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, online desktop depositing. 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?

5.2.8 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.

5.2.9 Cash Overdrafts

For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged.

5.2.10 Deposit Services

The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the proposal.

5.2.11 Non-Sufficient Checks (HOT CHECKS)

The selected Proposer shall refer all non-sufficient funds/hot checks to the Williamson County Treasurer Office, 710 Main Street, Ste 105, Georgetown, Texas 78626 for disposition.

5.2.12 Stale Checks

All checks that are over sixty (60) days old, shall be considered to be a "stale check" under this contract.

5.2.13 Security Safekeeping

Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided. Indicate costs associated with a security purchase settlement.

5.2.14 Cash Management

On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products. Proposers are invited to propose additional cash management services that are not specified herein.

5.2.15 Collection of Property and Motor Vehicle Taxes

Williamson County is currently serving as collector of property taxes for approximately 85 governmental entities within the County. Collections for entities are transferred daily by ACH and internal transfers throughout the year. The Tax Office does ACH deductions for Property Tax monthly escrow, Property Tax quarter payments, Property Tax Annual Payments, monthly Vehicle Inventory Tax payments and daily Motor Vehicle Dealer payments. Approximate amounts collected monthly from tax collections are:

Month 2014	Motor Vehicle	Property Tax	Totals
January	\$ 10,059,924.29	\$ 209,185,675.11	\$ 219,245,599.40
February	\$ 9,809,365.19	\$ 64,359,541.61	\$ 74,168,906.80
March	\$ 10,904,264.63	\$ 7,575,189.08	\$ 18,479,453.71
April	\$ 10,192,320.36	\$ 4,254,683.32	\$ 14,447,003.68
May	\$ 10,196,475.38	\$ 4,972,547.19	\$ 15,169,022.57
June	\$ 10,545,665.96	\$ 2,970,987.56	\$ 13,516,653.52
July	\$ 10,506,523.58	\$ 4,462,218.31	\$ 14,968,741.89
August	\$ 10,176,204.51	\$ 1,744,895.51	\$ 11,921,100.02
September	\$ 11,184,025.12	\$ 2,554,501.79	\$ 13,738,526.91
October	\$ 11,577,246.76	\$ 31,118,919.61	\$ 42,696,166.37
November	\$ 8,193,533.73	\$ 36,326,124.26	\$ 44,519,657.99
December	\$ 9,134,026.52	\$ 468,629,485.84	\$ 477,763,512.36
Totals	\$ 122,479,576.03	\$ 838,154,769.19	\$ 960,634,345.22

These amounts are estimates based on 2014 collections, and the amounts will most likely increase by at least 5% annually. About 22% of collections are transferred from the Property Tax and Motor Vehicle accounts to the Treasurer/General Fund with the remainder going to other taxing jurisdictions in the County and to the State. These numbers do provide an accurate view of the variations in collection and ACH transfer volume and in the monthly variances due to property taxes being due in January of each year. Motor Vehicle taxes are fairly consistent throughout the year.

Daily tax collections are not material except in the months of December through February. The collection in January, 2014, totaled \$219,245,599.40. The total of tax collections for 2014 was approximately \$961 million. Of that total, deposits will be received in the following percentages: 50% - December; 23% -

January; 7% February. The remaining 20% is somewhat evenly spread out during the rest of the year, with October and November being the next two most significant months. During the year, the collections are transferred to the other entities daily via ACH transfers. The balances are in our account until the daily ACH's clear.

5.2.16 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.

5.2.17 Idle Funds

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

5.2.18 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. An example is as follows:

EXAMPLE	
Collected Bank Balance	\$1,000,000
(Less Reserve Requirement @ 10%)	<u>100,000</u>
	900,000
Times Earnings Allowance (Assume 91 day T-Bill Rate)	x <u>5.0%</u>
Annual Earnings Credit	45,000
Divided by	<u>12</u>
Total Monthly Earnings Credit	\$ 3,750

Please specify Bank's Calculation in your bid (Worksheet 1: Depository)

Collected Bank Balance	\$1,000,000
(Less Reserve Requirement @ 10%)	(100,000)
	\$ 900,000

5.2.19 Other Services

Attach a list of other services your Bank can render for the County. Often proposals are so nearly identical that a Bank's ability to offer additional service, such as short term loans to the County or services rendered without cost to the County, may be used as a factor in the awarding of the contract. Items listed in this section should relate to the County only. Services to employees or individuals associated with the County cannot be taken into consideration.

6. SUB-DEPOSITORY SERVICES

The selection of County Sub-Depositories and the terms of Sub-Depository contracts are governed by Texas Local Government Code Annotated, Chapter 116 and Chapter 117, as Amended. It is the intent of the Williamson County Commissioners' Court to contract with bank(s) desiring to be designated as the Williamson County Sub-Depository Bank. The Contract will address only those funds collected and deposited by the Williamson County Emergency Medical Services collections contractor.

As of the date of this Request for Proposals, Williamson County Emergency Medical Services collections contractor is DM Medical Billings, LLC, 88 S. Lakeview Drive, Building 2, Gibbsboro, New Jersey 08026. DM Medical Billings, LLC is required, by its state law, to do business with a federal bank or a state bank of New Jersey and it cannot do business with a foreign state bank. Thus, each Proposer understands and acknowledges that it shall be capable of working with DM Medical Billings, LLC in order to submit a proposal to this Request for Proposal.

Applicant Banks offering Sub-Depository services must meet all provisions prescribed in Request for Proposal Number 15RFP120, unless specifically noted as not required. The Price Sheet indicated as Appendix B will be used to substantiate the Sub-Depository Proposal. Specific Contractual and Service Requirements are noted below.

RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION - Each and every section and subsection of the Request for Proposal requires a response from the Bank Sub-Depository proposers. Proposers submitting a proposal to become a Sub-Depository Bank should complete only the sections applicable to a banking relationship as a Sub-Depository Bank. Responses should be carefully considered. Applicants must format responses in the same sequence as the Request for Proposal. Where totally appropriate, responses may consist of phrases such as "understood", "agreed", "no exception", or "not applicable".

Minor Exceptions - Minor exceptions, conditions, or qualifications to any provision of the County's specifications must be clearly identified as such, stating the reasons therefore.

6.1 CONTRACTURAL REQUIREMENTS:

6.1.1 Type of Banking Relationship

The following specifications provide for banking relationship: A Sub-Depository Bank will be authorized to handle a collections account that will be set up to operate to the greatest extent through acceptable electronic banking processes; including deposit, ACH transfers, etc.

COMPLIANCE WITH STATUTES - By returning the Proposal Worksheet the Proposer acknowledges that it understands Chapter 2544 of the Texas Government Code, Chapters 113, 116 and Chapter 117 of the Texas Local Government Code, and all other pertinent Texas statutes that pertain to the managing and safekeeping of Texas County funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes may sometimes be referred to as the "Code".

6.1.2 Bank Affiliation

Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A Proposer must be a Federal Bank doing business in and having a full service facility within Williamson County, Texas. Proposers who operate under State of Texas bank charter may submit a proposal without membership in the Federal Reserve System.

6.1.3 Duration

The contract will be effective for a four year period beginning August 1, 2015 and ending July 31, 2019.

6.1.4 Renegotiations

Section 116.021 (b) of the Texas Local Government Code specifies that:

“If the contract is for a four-year term, the contract shall allow the Proposer to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.”

6.1.5 Renewals

The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be for an additional twenty-four (24) months. On the renewal of a contract, the County may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by 116.021 (b) of the Local Government Code of the State of Texas.

6.1.6 Investments Made Outside Sub-Depository Banks

Williamson County reserves the right to make investments outside the Sub-Depository Bank(s) in accordance with the Laws of the State of Texas, as a result of court order, and the Williamson County Investment Policy. All investment purchases shall be made on a delivery versus payment basis.

6.1.7 Submitting Financial Statements

Proposers that are wishing to be designated as the Sub-Depository Bank must include as part of the Proposal:

- The Proposer's last three (3) quarterly Uniform Bank Performance Reports.
- The Proposer's last three (3) Call Reports.
- The Proposer's Annual Financial Reports for the past two (2) years.

The selected proposer shall continue, during the term of the Sub-Depository contract, to furnish Williamson County Treasurer updated issues of (a) each quarterly call report and (b) annual financial reports.

6.1.8 “GOOD FAITH GUARANTEE” Not Applicable to Sub-Depository Banks - The Code does not require a Bank desiring to be designated as a Sub-Depository bank to provide a cashier's check to serve as a good faith guarantee.

6.1.9 Security

Within fifteen (15) days after the selection of the Sub-Depository bank, the selected Bank shall qualify as provided by law. Williamson County will accept Surety Bonds and/or a Securities Pledge Contract provided for under Chapter 116 of the Texas Local Government Code, as the method of securing the funds of Williamson County. The Proposer selected as Sub-Depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond. To compensate for increases or decreases in Williamson County deposits and fluctuations of market value for pledged collateral, the minimum market value of

collateral will be **103%** of County deposits. Williamson County funds will be moved in order not to exceed the Federal Deposit Insurance Corporation (FDIC) threshold of \$250,000.00.

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

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

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

6.1.10 Collateral Management

The Proposer must include, as part of the Proposal, a statement as to how the Proposer intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also, a detailed monthly collateral report is required. The report shall contain security descriptions, par value, current face values, and current market value.

6.1.11 Value of Collateral

The Proposer must propose how it will value pledged securities. Williamson County at any time may investigate the value of any of the securities that may be pledged by the Proposer. The full cooperation of the Proposer will be required in such instance.

6.1.12 Non-Sufficient Checks (HOT CHECKS)

The selected Proposer shall refer all non-sufficient funds/hot checks to the Williamson County Treasurer Office, 710 Main Street, Ste 105, Georgetown, Texas 78626 for disposition.

6.2 Service Requirements

6.2.1 Contact Person

The Proposer must identify a local senior level management person who will be responsible for overseeing Williamson County's entire relationship, who would serve as Williamson County's primary contact and who would be able to make decisions regarding operational aspects of this contract.

6.2.2 Statements

Monthly bank statements will be provided electronically and will include checks, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.

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

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

6.2.3 On-Line Services

It is requested that as a part of the proposal the Sub-Depository Bank will provide an on-line PC communication link to Williamson County for daily reporting of fund balances, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Proposer must attach product description, pricing, and sample reports for the on-line PC link available. Proposer shall also provide Remote Deposit Services On-Line in the event Williamson County chooses to utilize such service in the future. **Proposers should be prepared to provide the Williamson County Treasurer's Office and/or Williamson County employees an opportunity to physically work with this technology before the contract is awarded.**

6.2.4 ACH Transactions

Proposer must provide for acceptance of ACH (Automated Clearing House) credits and debits.

6.2.5 Wire Transfers

Proposer must provide the ability to send wire transfers on an automated or manual basis, and also to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

6.2.6 Deposit Services

Proposer shall guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Proposer's Availability Schedule. All deposits received before the Proposer's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the proposal.

6.2.7 Other Unspecified Services or Costs

Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

7. CONTRACT ADMINISTRATION (DEPOSITORY AND SUB-DEPOSITORY)

Jerri Jones (or successor), Williamson County Treasurer, 710 Main Street, Ste. 105, Georgetown, TX 78626 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

8. PROPOSAL EVALUATION AND SELECTION PROCESS (DEPOSITORY AND SUB-DEPOSITORY)

8.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

8.2 Price Proposal

The Respondent must utilize the form provided in either Appendix A (Depository) and/or Appendix B (Sub-Depository) below in its submission of a Price Proposal in response to this RFP. The Price Proposal should be included in each copy of the Proposal. Any reworked version of the Appendices that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

8.3 Proposal Evaluation and Selection

8.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

8.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered for Depository Services.

	Proposer's past and prospective financial condition	20 pts
	Bank's ability to pledge adequate securities against County funds	20 pts
	Proposer's experience and ability to meet service requirements	20 pts
	Proposer's total cost of services	20 pts
	Net rate of return on County funds	20 pts
		100 pts

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered for Sub-Depository Services.

	Proposer's past and prospective financial condition	20 pts
	Bank's ability to pledge adequate securities against County funds	20 pts
	Proposer's experience and ability to meet service requirements	20 pts
	Proposer's total cost of services	20 pts
	Net rate of return on County funds	20 pts
		100 pts

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL. YOU MUST PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS RFP TO ENSURE CONSIDERATION OF YOUR PROPOSAL. USE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent’s attention is especially called to the items listed below, which should be submitted in full as part of Respondent’s Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County’s sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- Good Faith Guarantee Check in the amount of \$1,149,620.00 per 2.2.40
- Transmittal Letter
- Table of Contents of the Proposal
- Executive Summary of Respondent's Proposal
- Proposal and Response to Criteria
- Price Sheet form Appendix A (Worksheets 1-5) for Depository Proposal
Appendix B for Sub-Depository Proposal
- References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C)
- Conflict of Interest Questionnaire (Appendix D)
- Proposal Affidavit and Addenda Acknowledgement (Appendix E)
- Signature Page (Appendix F)
- File copy of **Assumed Name Certificate** - *If Proposer is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.*
<https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
- One (1) original, two (2) paper copies and one (1) CD OR (1) USB copy of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 S Austin Ave Georgetown, TX 78626.
- A copy of your **SAMPLE CONTRACT**

RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Address

Authorized Representative (Please print)

Authorized Signature

APPENDIX A PRICE SHEET AND WORKSHEET

BANK DEPOSITORY SERVICES

(WORKSHEET 1 OF 5)

VARIABLE AND FIXED RATE PROPOSALS:

Supply rate quotes for the following:

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

Minimum Balance Required: _____ (Interest Checking Accounts)

_____ (MM Savings Accounts)

COST ANALYSIS WORKSHEET:

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your proposal figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for March 31, 2015.

BALANCE SUMMARY:

AVG POSITIVE LEDGER BALANCE*	\$ 20,000
AVG LEDGER BALANCE	\$ 3,000,000
LESS AVG FLOAT	<u>500,000</u>
AVG COLLECTED BALANCE	\$2,500,000
AVG NEGATIVE COLL BALANCE	<u>-0-</u>
AVG POSITIVE COLL BALANCE	\$2,500,000
LESS RESERVES REQ	RATE: _____
AVG. AVAIL BALANCE	_____
LESS BALANCE REQUIRED	_____
NET AVAILABLE BALANCE	_____
EARNINGS CREDIT ALLOWANCE	RATE: _____
LESS TOTAL SERVICE CHARGES	_____
EXCESS OR DEFICIT	_____

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

APPENDIX A PRICE SHEET AND WORKSHEET
BANK DEPOSITORY SERVICES
(WORKSHEET 2 OF 5)

Interest Bearing Checking Accounts		
	Variable Interest Margin	Fixed Interest Rate
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%.

Interest Rates on Bank Certificates of Deposit

	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

Certificates of Deposit - Fixed Interest Rate

	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 May 1, 2015 for calculation purposes.

Bank Name:

APPENDIX A PRICE SHEET AND WORKSHEET
BANK DEPOSITORY SERVICES
(WORKSHEET 3 OF 5)

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	\$	\$
DEPOSIT CORRECTIONS	\$	\$
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 (MANUAL)	\$	\$
STOP PAYMENT FEES (ELECTRONIC)	\$	\$
ACCOUNT OVERDRAFT CHARGE	\$	\$

Bank Name:

**APPENDIX A PRICE SHEET AND WORKSHEET
BANK DEPOSITORY SERVICES
(WORKSHEET 4 OF 5)**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

**Williamson County, Texas
15RFP120-Pricing Worksheet**

Service	Unit Basis	Proposed Item Fee	Notes
Account Services			
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 - Subsidiary	Per account		
Credits Posted	Per Item		
Debits 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		
Automated Services - Balance & Detail			
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		
Branch Deposits			
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 Re-clear	Per item		
Return Item with maker name	Per item		
Return Item Redeposit	Per item		
Return Fax Copy	Per item		
Return Image	Per item/mo		
Check Exception Return	Per item		
Check Photocopy Retrieval	Per item		
Remote Deposit Services			
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		
Back Office Paper-To-Electronic Check Conversion (not currently using this feature, but may during contract period)			
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 Redeposit	Per item		
Vault Services			
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-Us	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		
Disbursement Services			
DDA Checks Paid	Per item		
Commercial Check Cashing	Per item		
ACH Processing			
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		
Filer/Block Filter Review Item	Per item		
Filter/Block Report	Per month		
Filter/Block Notification of Change	per item		
Filter/Block Fax NOC	per item		
Positive Pay			
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 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		
Stop Pays			
Stop Pay - Automated	Per item		
Stop Pay - Electronic	Per item		
Stop Pay - Automatic Renewal	Per item		
Wires and Transfers			
Service Monthly Maintenance for Wire Services	Per month		
Incoming - Domestic	Per item		
Outgoing - Domestic	Per item		
Book Transfer	Per item		
Template Storage	Per item		
Safekeeping			
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		

Pay Cards (not currently using this feature, but may during contract period)			
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		

Williamson County, Texas
15RFP120- Required Services Worksheet
(Worksheet 5 of 5)

Limitation on County Funds	Response
State the limitation, if any, on the total amount of funds that can be on deposit in your financial institution for all Williamson County Accounts combined.	
Consolidated Account and Sweep Structure	Response
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. 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 when 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?	

Online Cash Management System		
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 for 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?		
Standard Collection and Deposit Services		
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?		
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?		

Positive Pay	
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?	
Wires and Internal Transfer Services	
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?	
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.	

Tax Office Specifics

a. The Tax Office would like automated re-occurring ACH payments from customers who desire to pay their taxes by month/quarter. These individuals are on an Excel Spreadsheet. Does your financial institution offer the capability to convert the Excel spreadsheet into an ACH file for uploading to the Internet Banking System? If so, how would that work? If not, what recommendations to you have for a work around? Do you offer 3rd Party Payment Processing, and if so, at what cost?

b. The Tax Office experiences a high rate of ACH's, both incoming and outgoing. They would prefer more wire transfers than ACH transfers to better serve the 85 entities they collect for. Annual ACH transfer activity is as follows:

Property Tax incoming ACH's: 282
Property Tax outgoing ACH's: 6,823
Property Tax outgoing Wires (From Investment Pools at no charge): 181
Motor Vehicle incoming ACH's: 475 (From Multiple Customers)
Vehicle Inventory Tax incoming ACH's: 1,721 (From Multiple Customers)

What does your Financial Institution recommend as a cost efficient and expedient method of transfer between entities?

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

APPENDIX A PRICE SHEET AND WORKSHEET – CONTINUED

BANK DEPOSITORY SERVICES

Respondent
Name: _____

Address: _____

Fax: _____

Telephone: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

APPENDIX B PRICE SHEET AND WORKSHEET

BANK SUB-DEPOSITORY SERVICES

VARIABLE AND FIXED RATE PROPOSALS:

Supply rate quotes for the following:

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

Minimum Balance Required: _____ (Interest Checking Accounts)

_____ (MM Savings Accounts)

COST ANALYSIS WORKSHEET:

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your proposal figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for March 31, 2015.

BALANCE SUMMARY:

AVG POSITIVE LEDGER BALANCE*	\$ 20,000
AVG LEDGER BALANCE	\$ 3,000,000
LESS AVG FLOAT	<u>500,000</u>
AVG COLLECTED BALANCE	\$2,500,000
AVG NEGATIVE COLL BALANCE	<u>-0-</u>
AVG POSITIVE COLL BALANCE	\$2,500,000
LESS RESERVES REQ	RATE: _____
AVG. AVAIL BALANCE	_____
LESS BALANCE REQUIRED	_____
NET AVAILABLE BALANCE	_____
EARNINGS CREDIT ALLOWANCE	RATE: _____
LESS TOTAL SERVICE CHARGES	_____
EXCESS OR DEFICIT	_____

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

SUB-DEPOSITORY SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
CREDITS POSTED				
ENCODING				
DEBITS POSTED				
MANUAL STOP PAYMENTS				
AUTOMATED STOP PAYMENTS (stale dated checks)				

RETURN ITEM SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
RETURN ITEM				
RETURN-REDEPOSIT ITEM RECLEAR	5			

GENERAL ACH SERVICES	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
ACH DEBITS/CREDITS	10000			
ACH TRANSMISSION	10			
MAINTENANCE	1			

WIRE TRANSFER	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
FUNDS TRANSFER - INCOMING	5			
FUNDS TRANSFER - OUTGOING	5			

ACCOUNT RECONCILIATION	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
SORT RECON MAINTENANCE	1			
TRANSMISSION FEE	1			
Deposit Recon Items	1000			

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

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

APPENDIX B PRICE SHEET AND WORKSHEET – CONTINUED

BANK SUB-DEPOSITORY SERVICES

Respondent
Name: _____

Address: _____

Fax: _____

Telephone: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

**APPENDIX C
RESPONDENT REFERENCES
BANK DEPOSITORY / SUB-DEPOSITORY SERVICES**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were provided **in the last 4 years.**

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE
BANK DEPOSITORY / SUB-DEPOSITORY SERVICES

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE – CONTINUED
BANK DEPOSITORY / SUB-DEPOSITORY SERVICES

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

APPENDIX E
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA
BANK DEPOSITORY / SUB-DEPOSITORY SERVICES

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the IFB and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Proposer*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Proposer*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Proposer:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for

**APPENDIX F
SIGNATURE PAGE
BANK DEPOSITORY / SUB-DEPOSITORY SERVICES**

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

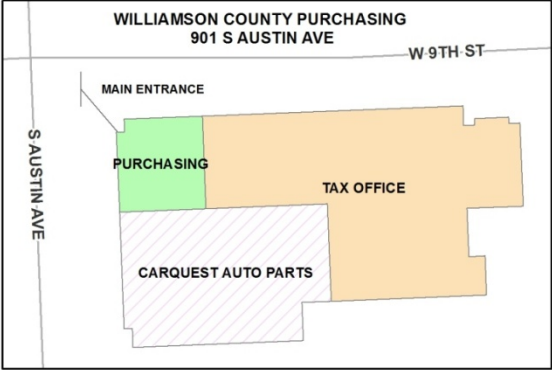
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



**EXHIBIT A
BANK ACCOUNT ANALYSIS
BANK DEPOSITORY**

CALENDAR YEAR 2014

Description	Average Volume/Month
Account Maintenance	39
DDA Credits	1,664
DDA Debits (Cks Paid)	3,343
Deposit Corrections	
Items Deposited	
On Us	605
Non-On Us	25,394
Stop Payments	
Manual	
Electronic - BeB	81
Returned Items	1
ACH File Origination	
ACH per item	4,581
Ach Return	
Rolls of Coin Furnished	3
Straps of currency furnished	2
Cash in Handling Charge	1,065,872
Wire Transfers	
Domestic Outgoing	19
Incoming Wires	
Foreign Outgoing	
Foreign Incoming	
Electronic Statement/Images	39
Business Internet Banking	
Internet Banking w/upload	1
Remote Deposit Capture	
Maintenance Fee Scanner	1

**EXHIBIT B INVESTMENTS
FEBRUARY 2015 COUNTY INVESTMENT
FY 2015**

INTEREST RATE: TEXPOOL 0.0441% -- TEXPOOL PRIME 0.826% -- TEXSTAR 0.0548% -- LOGIC 0.0921%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 02/28/15	TEXPOOL PRIME BALANCE 02/28/15	TEXSTAR BALANCE 02/28/15	LOGIC BALANCE 02/28/15	LONGTERM TOTAL BALANCE IN ACCOUNT 02/28/15	GRAND TOTAL
GENERAL FUND							
ADR FUND	644	220,203.11					220,203.11
CHILD SAFETY	3	65,582.97					65,582.97
CRTHSE SEC	1	77,842.21					77,842.21
CO RECORD ARC	198	1,408,509.10					1,408,509.10
COUNTY RMP	6	549,382.91					549,382.91
CT RPTR SVC	28	687,680.17					687,680.17
GENERAL FUND	10	38,976.52	42,720,231.45			67,000,000.00	109,759,207.97
JUSTICE CRT TECH	646	537,335.87					537,335.87
LIBRARY FUND	20	426,209.21					426,209.21
KARST	161	1,336,181.56					1,336,181.56
RMP	26	629,104.80					629,104.80
TCEQ AIR CHECK GRANT	209	1,348,897.07					1,348,897.07
TCEQ LIP	211	0.00					-
TOBACCO FUNDS	100	8,428.64	1,516,748.22			1,998,973.33	3,524,150.19
GEN FUND TOTAL		7,334,334.14	44,236,979.67			68,998,973.33	120,570,287.14
CO'S & BOND							
2007 PARK BONDS	204		1,345,188.90				1,345,188.90
2007 ROAD BONDS	203	797,470.80	13,522,295.07	#		19,960,270.83	45,655,398.39
C O SERIES 2006	201		1,577,948.31				1,577,948.31
PASS THROUGH TOLL LT BOND 2009	208		400,088.26			7,017,513.42	7,417,601.68
TOLL REIMB	1270000			11,609,727.75			11,609,727.75
PTT I-35	213						-
2013 ROAD BOND	978005				8,718,940.41	87,669,000.00	96,387,940.41
2013 PARK BONDS	978006	-			9,982,541.90	10,070,188.89	20,052,730.79
CO'S & BONDS TOTAL		797,470.80	16,845,520.54	11,609,727.75	18,701,482.31	124,716,973.14	172,671,174.54
COUNTY BENEFITS							
COUNTY BENEFITS	9		2,302,316.44				2,302,316.44
DEBT SERVICE	22	502,289.25	14,014,490.56				14,516,779.81
ROAD AND BRIDGE	21	24,515.61	15,732,407.28			10,997,414.08	26,754,336.97
FUTURE ENVIRN LIAB	212		753,112.95				753,112.95
TOTALS		8,658,609.80	93,884,827.44	11,609,727.75	18,701,482.31	204,713,360.55	337,568,007.85

EXHIBIT B (page 2)

WILLIAMSON COUNTY, TEXAS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS YEAR ENDED SEPTEMBER 30, 2014

	General	Special Road and Bridge	Debt Service	Capital Projects	Pass-through		Total Governmental Funds
					Funding Program	Other Governmental	
REVENUES							
Taxes	\$ 106,095,185	\$ 14,683,347	\$ 62,109,922	\$ -	\$ -	\$ 1,214,038	\$ 184,102,492
Fees of office	11,604,467	-	-	-	-	3,447,302	15,051,769
Fines and forfeitures	3,843,553	-	-	-	-	708,217	4,551,770
Intergovernmental	2,306,078	153,707	120,438	3,948,760	6,409,559	7,198,591	20,137,133
Charges for services	13,837,755	939,425	-	-	-	1,708,310	16,485,490
Motor vehicle registration	-	4,851,806	-	-	-	-	4,851,806
Investment earnings	337,900	31,494	9,765	139,666	18,245	22,930	560,000
Miscellaneous	493,431	26,920	-	1,204,564	-	2,345,348	4,070,263
Total revenues	138,518,369	20,686,699	62,240,125	5,292,990	6,427,804	16,644,736	249,810,723
EXPENDITURES							
Current							
General government	26,035,717	-	-	256,835	-	2,873,909	29,166,461
Public safety	74,498,987	-	-	613,153	-	3,990,895	79,103,035
Transportation support	-	16,659,099	-	32,905,870	2,736	-	49,567,705
Judicial	19,916,895	-	-	6,500	-	1,131,041	21,054,436
Community services	5,167,038	-	-	154,836	-	9,569,554	14,891,428
Conservation	-	-	-	-	-	347,751	347,751
Debt service							
Principal	-	-	35,085,107	-	-	870,000	35,955,107
Interest and other charges	-	-	33,361,477	-	-	418,453	33,779,930
Bond issuance fees	-	-	-	1,021,908	-	-	1,021,908
Capital outlay	3,633,179	971,658	-	20,633,222	-	947,108	26,185,167
Total expenditures	129,251,816	17,630,757	68,446,584	55,592,324	2,736	20,148,711	291,072,928
Excess (deficiency) of revenues over expenditures	9,266,553	3,055,942	(6,206,459)	(50,299,334)	6,425,068	(3,503,975)	(41,262,205)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	111,280,000	-	-	111,280,000
Premium on issuance of long-term debt	-	-	-	9,764,144	-	-	9,764,144
Proceeds from sale of capital assets	263,428	91,053	-	-	-	-	354,481
Transfers in	-	-	6,000,000	5,244,956	-	6,140,916	17,385,872
Transfers out	(10,274,921)	(231,850)	-	-	(6,000,000)	(879,101)	(17,385,872)
Total other financing sources (uses)	(10,011,493)	(140,797)	6,000,000	126,289,100	(6,000,000)	5,261,815	121,398,625
NET CHANGE IN FUND BALANCES	(744,940)	2,915,145	(206,459)	75,989,766	425,068	1,757,840	80,136,420
FUND BALANCES, beginning of year	76,397,011	12,199,161	5,879,889	80,297,652	139,579,396	17,266,841	331,619,950
FUND BALANCES, end of year	\$ 75,652,071	\$ 15,114,306	\$ 5,673,430	\$ 156,287,418	\$ 140,004,464	\$ 19,024,681	\$ 411,756,370

The Notes to the Basic Financial Statements
are an integral part of these statements.

EXHIBIT B (page 3)

**WILLIAMSON COUNTY, TEXAS
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS
(UNAUDITED)**

	Fiscal Year									
	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Total taxable value	\$ 37,144,449,100	\$ 35,056,675,852	\$ 33,914,849,153	\$ 33,187,263,963	\$ 33,650,423,197	\$ 33,046,077,772	\$ 29,331,601,004	\$ 25,208,667,389	\$ 22,394,863,842	\$ 20,842,969,564
Assessed value of real property	34,201,065,840	32,341,033,447	31,397,904,707	30,780,381,086	31,116,170,220	30,395,457,645	26,940,158,584	23,084,213,265	20,375,701,358	18,868,898,434
Debt limit rate	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Debt limit	8,550,266,460	8,085,258,362	7,849,476,177	7,695,095,272	7,779,042,555	7,598,864,411	6,735,039,646	5,771,053,316	5,093,925,340	4,717,224,609
Debt applicable to limit:										
General bonded debt	922,542,290	841,378,029	857,669,416	860,049,887	807,926,063	796,364,451	721,220,945	732,848,651	579,529,864	465,001,421
Less: amount set aside for repayment of general bonded debt	2,099,876	3,102,238	6,253,224	14,329,756	18,762,284	21,175,995	9,914,275	6,863,874	895,355	3,543,690
Total net debt applicable to limit	920,442,414	838,275,791	851,416,192	845,720,131	789,163,779	775,188,456	711,306,670	725,984,777	578,634,509	461,457,731
Legal debt margin	\$ 7,629,824,046	\$ 7,246,982,571	\$ 6,998,059,985	\$ 6,849,375,141	\$ 6,989,878,776	\$ 6,823,675,955	\$ 6,023,732,976	\$ 5,045,068,539	\$ 4,515,290,831	\$ 4,255,766,878
Total net debt applicable to the limit as a percentage of debt limit	10.77%	10.37%	10.85%	10.99%	10.14%	10.20%	10.56%	12.58%	11.36%	9.78%

Notes:

This schedule includes Avery Ranch Road District (blended component unit).

Texas Constitution Art. 3 Section 52(B)

Under Legislative provision, any county, any political subdivision of a county, any number of adjoining counties, or any political subdivision of the state, or any defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include towns, villages, or municipal corporations, upon a vote of two-thirds majority of the resident property taxpayers voting thereon who are qualified electors of such district or territory to be affected thereby, in addition to all other debts, any issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof.