



## **GENERAL INFORMATION**

**COMPETITIVE SEALED PROPOSAL (CSP) # W2017-57-A  
FOR DEPOSITORY SERVICES  
FOR WYLIE, TEXAS**

*BIDS ARE DUE TO THE PURCHASING DEPARTMENT:  
PRIOR TO:  
APRIL 6, 2017 - 3:00 P.M. CDT*

**LATE BIDS WILL NOT BE ACCEPTED**

*BIDS MAY BE SENT VIA EMAIL, DELIVERY SERVICE or MAIL to:*

**GLENN HAYES C.P.M.,  
PURCHASING AGENT  
CITY OF WYLIE  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098  
[glenna.hayes@wylietexas.gov](mailto:glenna.hayes@wylietexas.gov)**

**Time Critical Competitive Sealed Proposal Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures, that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.**









38. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
39. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
40. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
41. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

**CONTRACT:**

42. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS'

COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONTRACTOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SURVIVE THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

47. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in part by giving at least thirty (30) days prior written notice to Contractor with the understanding that all services being terminated shall cease upon the date as indicated.

The City of Wylie also reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

50. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract. The contractor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie 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 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [http://www.wylietexas.gov/city\\_government/city\\_secretary/forms1.php](http://www.wylietexas.gov/city_government/city_secretary/forms1.php). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

52. **CERTIFICATE OF INTERESTED PARTIES (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Additional instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or by calling the Texas Ethics Commission at 512-463-5800. By signing the included "Compliance Page" the successful bidder agrees to adhere to HB 1295.

END OF SECTION



## **DEPOSITORY SERVICES CSP # W2017-57-A**

### **SECTION I INTRODUCTION**

The City of Wylie is located in Collin County, in the northeast part of the Dallas/Fort Worth metropolitan area. Collin County and Wylie are among the most rapidly growing areas of the state. The population of Wylie is currently 47,000. The City's population is expected to grow to 57,000 as a projected build-out population.

The City of Wylie is accepting competitive sealed proposals for professional depository services from qualified institutions who must meet the following criteria:

- Certify that it is a banking institution chartered under laws of the United States or of the State of Texas
- Member of the Federal Reserve System
- Insured by the Federal Depository Insurance Corporation or National Credit Union Administration
- Ability to provide sufficient collateral for deposits
- Compliance with Texas Local Government Code Chapter 105 (as amended), to maintain either a main or branch banking facility located within the city limits of Wylie

The depository services requested include, but are not limited to, the basic services of receiving deposits, paying items, wiring funds out, receiving funds wired in, stop payments, and other normal banking activities. The depository services requested by the City will not include investment transaction activities (other than safekeeping services to include receiving and delivering securities, coupon collections, and maturity collections), retirement or deferred compensation programs. The City plans to manage its own investment portfolio per its Investment Policy (EXHIBIT B). The City retains the right to invest its funds with the financial institution(s) that provide the City with the best rate of return, and/or to separately contract for services by other institutions in addition to those contained in the resulting Depository contract. It is the preference of the City to award and enter into a contract with a single bank.

#### **A. OBJECTIVES OF THE RESULTING AGREEMENT**

At the outset, the City wishes to communicate the primary objectives of the Depository agreement. Those objectives are to maximize cash availability and to maximize yield after satisfying the goals of safety and liquidity. In addition:

- To maximize the total dollars earned by the City on account balances in order to be prudent and effective custodians of the City's financial resources.
- To seek a bank that is both capable of providing banking services as described within this CSP, as well as a willingness to be attentive to the City's money matters; including recommendations for progressive processes that may provide additional value to the City.
- To adequately compensate the Depository Bank for services provided and to allow a reasonable profit to be earned, subject to competitive forces in the market place.

**B. PRE-PROPOSAL MEETING:                    March 23, 2017 @ 9:00 CDT**

All potential respondents are encouraged to attend this **non-mandatory** pre-proposal meeting prior to submitting their documents. Firms will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for proposal. Verbal side discussions at the meeting shall not be considered part of the CSP unless confirmed in writing by the City and incorporated into this CSP through the addendum. Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

**\*Questions can be submitted prior to the pre-proposal conference to [glenna.hayes@wylietexas.gov](mailto:glenna.hayes@wylietexas.gov) and they will be addressed at the meeting.**

**Wylie City Hall  
Council Chambers – 1<sup>st</sup> Floor  
300 Country Club Rd  
Wylie, TX**

**C. QUESTIONS DEADLINE:                    March 29, 2017 @ 12:00 p.m.**

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents shall refrain from seeking additional information, clarification or other communications from any outside agency or City employee other than the Purchasing Department. Any information obtained through any other source other than these specifications and/or an addendum published by Wylie Purchasing Department will not be accepted and may deem a bidder's offer as non-responsive.

All inquires must include contact person, address and email, and must be submitted in writing prior to the deadline to:

Glenna Hayes C.P.M.  
Purchasing Agent, City of Wylie  
[glenna.hayes@wylietexas.gov](mailto:glenna.hayes@wylietexas.gov)

**QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE or FAX**

**ADDENDUMS**

Answers to all questions will be published in writing through an addendum by the **Wylie Purchasing Department**, and will be distributed. Any addenda(s) will be issued no later than three (3) business days prior to the deadline for submissions of bids. All addendums will be made a part of the contract documents

**D. SUBMISSION of PROPOSALS:**

**April 6, 2017 - prior to 3:00 p.m.**

Respondents must provide **one (1) original, four (4) bound copies and one (1) full reproducible copy on either CD-R or thumb drive**, subject to the Terms and Conditions of this CSP.

**CSP Service & Fee Schedule (Form D) must be in a separate, sealed envelope. Only one (1) copy is required of Form D.**

All proposals must be received in a sealed envelope or box with the CSP number and respondent's name clearly marked:

**“No. W2017-57-A CSP Depository Services”**

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the submitter. All responses must remain valid for at least 120 days, and will remain the property of the City of Wylie.

It is the sole responsibility of the respondent to ensure timely delivery of the proposal. The City will not be responsible for the failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposing firm.

All documents must be received in the City of Wylie Purchasing Department **prior to 3:00 P.M. (CST) on April 6, 2017.**

City of Wylie  
Attn: CSP # W2017-57-A  
Purchasing Department  
300 Country Club Rd.  
Wylie, TX 75098

**E. PUBLIC OPENING:**

**April 6, 2017 @ 3:00 P.M. CST**

Proposals will be publicly opened at the City of Wylie by the Purchasing Department. Only the names of the firms submitting proposals will be read aloud at the public opening.

**F. NOTICE OF PUBLIC DOCUMENTS:**

Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

## **G. PROCUREMENT SCHEDULE:**

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes.

Task	Date / Time (CDT)
CSP Released	March 15, 2017
Public Advertisement	March 15 and 22, 2017
Pre-proposal Meeting (not mandatory)	March 23, 2017 @ 9:00 am
Questions Deadline	March 29, 2017 @ 12:00 noon
Release of Addendum  Firms submitting CSPs are responsible for checking the City's web site for updated documents or addendums. <a href="http://www.wylietexas.gov/departments/purchasing/index.php">http://www.wylietexas.gov/departments/purchasing/index.php</a>	March 29, 2017
<b>Submissions are due</b>	April 6, 2017 prior to 3:00 pm
Evaluation of CSPs	Begin week of 4/17/2017
Contract Negotiations	tbd
Award by City Council	tbd
Targeted Implementation Date	No later than August 1, 2017

## **H. SELECTION PROCESS:**

The selection of a proponent and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential proponent (after proposals are opened) if such is deemed to be in the best interest of the City. The City reserves the right to meet with proponents who have submitted proposals or request additional information, any/all of which may be used in forming a recommendation.

All proposals will be reviewed and ranked according to the criteria in Section I. and proponents may be selected for interviews or oral presentations as may be necessary. The City makes no commitment to any respondent to this CSP beyond consideration of the written responses to this CSP.

The selection process involves two steps:

- (1) The Selection Committee will receive responses from the City of Wylie Purchasing Department from proponents in response to the CSP. Based on the responses to the criteria listed in the CSP, the Selection Committee may short-list proponents for further consideration.

- (2) Selected proponents may be asked for additional information or invited to make a formal presentation at a specific time and place. Those proponents invited to make a formal presentation may be asked to present an overview of their banking software including, but not limited to, account access, on-line statements, on-line wire transfer screen, on-line ACH transactions screen, on-line partial or full account reconciliation, and other various tools.

The evaluation of the presentation will be used to supplement and enhance the score derived from the paper submission. **All costs associated with the proposal and presentation will be at the expense of proponents.**

**I. CRITERIA FOR EVALUATION**

The proposals submitted in response to this CSP will be evaluated by the City of Wylie Finance Department as follows:

<b>Service Costs &amp; Rates</b>	<b>40%</b>
Cost of Banking Services (Form D)	
Provisions for City's Sweep Accounts	
<b>Financial Strength &amp; Stability</b>	<b>10%</b>
Financial Statements	
Relevant experience managing municipal accounts of similar size and scope	
<b>Scope of Services &amp; Effectiveness</b>	<b>25%</b>
Available Depository and Cash Management Services	
On-Line banking services	
Reporting services	
Security Clearance and Safekeeping Procedures	
Ability to provide an institution Account executive with whom the City can work, to expedite various banking issues and contracts	
Funds availability	
Copies of various agreements as may be required by the institution	
<b>Implementation</b>	<b>25%</b>
Timeline	
Expense and amount of City resources required to implement	

**J. RESERVATION of RIGHTS BY THE CITY:**

The City reserves the right to extend the CSP deadline, waive defects or irregularities, request additional information from any and all submitting proponents, reject any and all proposals, and/or re-advertise the project to begin the process again. The City, at its option, may waive any and all informalities, minor irregularities, and/or technicalities. The City may reject the proposal for a respondent who is in litigation with the City or who has previously failed to perform properly or complete on time contracts of a similar nature and reject the proposal of a respondent who is not, in the opinion of the City, in a position to satisfactorily perform the contract. The City may also accept or reject any alternates that may be set forth in proposal. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the City that such respondent is properly qualified to carry out the

obligations of the contract and to complete the work contemplated therein. The issuance of this CSP, and the acceptance of proposals, does not constitute an agreement by the City of Wylie that it will enter into a contract with a respondent for this project.

#### **K. NEGOTIATIONS**

The City reserves the right to request a best and final offer from any or all proposers based on any aspect of services and fees, to negotiate terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this CSP. This implies that all responses, supplemental information, and other submissions provided by the proponent during discussions or negotiations will be held by the City as contractually binding on the successful proponent. The City does not agree to necessarily accept terms the respondent may propose during the negotiations phase. The resulting contract must be in a form approved by the City's Attorney.

#### **L. OTHER DEADLINES**

**Corporate Resolution:** Upon request by the OWNER, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.

**Insurance:** Upon request by the OWNER, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive.

**Miscellaneous Documents:** Upon request by the OWNER, bidder must submit, within five (5) business days such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

#### **M. CONTRACT and TERM:**

The City intends to establish a contract with the financial institution to provide services as outlined in the specification. The initial term of the contract shall be for three (3) years, and may be extended at the City's option for two (2) additional one (1) year terms, under the original terms and conditions.

During the term of the contract, the Depository will provide a copy of its annual audited financial statements and a copy of each quarterly FDIC Call Report. The Depository will provide a copy of any public information concerning changes in ownership, management, or financial position of the Depository or its parent.

Notwithstanding any other provisions of the contract which may be to the contrary, the contract and the respective rights and obligations of the parties under it shall remain in full force and effect and not otherwise be affected by the merger of the Depository with any other firm or corporation, or by the acquisition of the Depository by any other firm or corporation.

**N. AUDITS:**

The Depository's records relating to the City of Wylie's accounts shall be open to review by either Finance department staff members or City appointed independent auditors during normal business hours.

**O. SMWBE PARTICIPATION:**

It is the policy of the City of Wylie to involve small businesses and minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us with our recordkeeping, vendors should identify any SMWB owned company being utilized in the fulfillment of this request for qualifications.

**P. PROPOSAL and RESPONSE EXPENSES:**

All costs associated with the preparation of this CSP shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

**Forms:** In order to fully and equitably evaluate each bank's ability to provide banking depository services the City has attached forms as the OFFICIAL PROPOSAL FORMS to submit rates and to answer questions. Additional attachments may be appropriate in order to answer some of the questions contained in this CSP. If any conflicts between the CSP and State or Federal Law are discovered, the proponent shall note the conflicts in the submitted proposal. Other alterations, changes or deletions to this CSP may deem the proposal to be considered non-responsive.

**Q. COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS & CITY CHARTER**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. See "COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER" form

**R. CONFIDENTIAL OR PROPRIETARY INFORMATION**

If a proposer believes that parts of an offer are confidential, then the proposer must so specify. The proposer must stamp in bold letters the term **CONFIDENTIAL** on that part of the offer which the proposer believes to be confidential. The proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Wylie and the Texas Office of the Attorney General will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **S. INSURANCE REQUIREMENTS:**

**In addition to FDIC requirements, the selected respondent shall be required to provide proof of insurance within ten (10) business days of request, in the amounts indicated in the City's "Insurance Requirements" document.**

Respondent must submit insurance Accord forms and accompanying endorsement pages for insurance to be valid and acceptable to the City.

Contractor and/or service provider (herein called "Contractor") shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the service provider, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A certificate of insurance and accompanying endorsement pages meeting all requirements and provision outlined shall be provided to the City of Wylie prior to the execution of any contract, start of any services being performed or rendered, contract extension or renewal. Renewal certification shall also be supplied upon expiration. Contractor also acknowledges that in award of a contract, the bid specification and/or the issuance of a purchase order constitutes a written contract and all insurance requirements are in effect.

### **A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES:** The following terms are required by the City of Wylie, Texas for all policies:

- Contractor shall obtain and maintain all required policies at no expense to the City.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- Upon written request by the City, Contractor shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
- All policies must be issued by a company that maintains a rating of "A- VI" or better by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
- Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

### **B. VERIFICATION OF COVERAGE:**

- Contractor shall provide the City of Wylie with certificates of insurance and accompanying endorsement pages indicating the coverage required.
- Contractors shall provide the City evidence that any/all subcontractors performing work on the project have the same types and amounts of coverage as required herein; or that the subcontractors are included under the contractor's policy.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.



**C. MINIMUM SCOPE OF INSURANCE:**

- ISO Form GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only. Claims Made forms are not acceptable, except for professional liability policies.
- Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

**D. MINIMUM LIMITS OF INSURANCE AND OTHER PROVISIONS:**

**GENERAL LIABILITY INSURANCE:**

- A general liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for third party bodily injury, personal injury, and property damage. Policy will include coverage for:
  - Premises / Operations
  - Broad Form Contractual Liability
  - Products and Completed Operations
  - Personal Injury
  - Broad Form Property Damage
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as "additional insured " relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.
- The Contractor's insurance coverage shall be primary insurance in respects to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- The Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.
- Such policy shall provide for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

**REQUIRED WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

- Workers' Compensation statutory limits as required by the Labor Code of the State of Texas
- Employers' Liability minimum limits of \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease-Each Employee, and \$1,00,000 Bodily Injury by Disease-Policy Limit
- The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider's workers' compensation and employers' liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

**AUTOMOBILE LIABILITY:**

- Automobile liability limits are required at \$1,000,000 each accident. Limits may only be reduced if approved in writing by the City of Wylie Purchasing Department. Automobile liability shall apply to all owned, hired, and non-owned automobiles.
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as “additional insured “ relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.

**Endorsement pages must accompany all insurance certificates.**

**END OF SECTION**

**SECTION II.  
ACCOUNT STRUCTURE AND DESCRIPTIONS**

The City of Wylie intends to establish four (4) bank accounts. The City reserves the right to open and close any type of accounts throughout the contract period.

Accounts are listed below.

<b><u>ACCOUNT NAME</u></b>	<b><u>TYPE</u></b>
General Operating Account	Cash Concentration
Accounts Payable	Controlled Disbursement
Payroll	Controlled Disbursement
Federal Seizure	Checking Account

**The General Operating Account** is the City’s cash concentration bank account, including credit card merchant services revenues. All deposits occur in this account, and no checks are written from this account. The average balance will fluctuate throughout the year. Intra-bank transfers to reimburse money to other City accounts, ACH and wire transactions will occur in this account. All securities clearance and safekeeping activity of investments will be debited or credited against the account. Currently, ACH transactions consist of a \$500,000 bi-weekly direct deposit payroll for 370 employees, and monthly bank drafts for citizen’s water bills of approximately \$180,000 for 2072 customers. Daily wires are received for property tax collections with the largest receipts occurring in December and January.

**The Accounts Payable Account** is used only to issue checks for the City’s daily operating business. Checks are issued every Wednesday and Friday. Automatic transfers from the General Revenue Account to the Controlled Disbursement Account will be used to fund checks only. A schedule of monthly totals is provided as “**Exhibit A – Bank Transactions**”.

**The Payroll Account** is set up to clear City payroll checks. Automatic transfers from the General Operating Account to the Payroll Account will be used to fund checks only. The City has a bi-weekly payroll. Most are Direct Deposit and currently 10 employees receive checks totaling \$7,300. The City currently uses software provided by the Depository to transmit payroll in ACH format.

**The Federal Seizure Account** is set up to receive funds from federal agencies related to law enforcement actions resulting in seized cash awards. Deposits are in frequent and incalculable. Checks are written from this account for approved law enforcement related expenditures, and are few.

END OF SECTION

**SECTION III.**  
**GENERAL DESCRIPTION of BANKING SERVICES,**  
**REPORTS, and ADDITIONAL CITY REQUIREMENTS**

**A. General Description of Banking Services:**

The following identifies the services to be provided and the requirements that shall be met by the Depository. The City requests sample copies of all reports, and separate contracts or agreements that apply to each service.

**1. Daily on-line balance reporting**

The Depository will provide a personal computer based on-line account information reporting system which will provide daily ledger balances, collected and available balances, a detail of all debits and credits, current day controlled disbursement reports, and daily ACH reports. The system will allow for tracking of cash flow. The system will also enable the research of specific account transactions and include historical account information. Internet services for daily on-line balance reporting provided by the Depository will be noted in the proposal.

**2. Sweep Account Provisions**

The Depository shall provide "sweep" accounts. All daily ending balances will be invested overnight (repo's or money markets, etc.). The Depository will "automatically sweep" the City's excess cash into overnight and weekend investments. The market value of securities used to secure the short-term investments must be at least 105 percent of the cost of the short-term investment. All interest earned on overnight investments will be automatically accrued, on a daily basis, and credited to the General Operating account on a daily basis. Proponent must include details of the Depository's sweep account provisions and a prospectus of the investment securities that are used for sweep accounts.

**3. Deposit Availability**

The City will receive same day credit for all funds deposited and will receive the best availability on deposits as well as any future improvements to the availability schedule. Proponent must include a deposit availability schedule with the proposal. Provide the name and address of the deposit location that will receive the City's deposit.

**4. Wire Services**

The Depository will maintain wire transfer facilities to the Federal Reserve Bank for transactions with financial institutions. The Depository will provide on-line access for confirmation of incoming and outgoing wire transfers. The City has repetitive wire transactions for investments, debt service payments. In the event of computer problems or other unexpected difficulties, the Depository will use whatever means necessary to ensure that the City's outgoing wire transfers are completed on the date specified through City initiated instructions. The on-line service will provide wire confirmation data including, but not limited to:

- a. Payer bank and account number
- b. Beneficiary bank and account number
- c. Dollar amount of wire
- d. Reference information
- e. Time and date wire was received or executed
- f. Confirmation that the bank received and acted upon the wire instructions  
(Federal reference number)

**5. General Automated Clearing House (“ACH”) Services**

The Depository will be required to process weekly ACH transfers in NACHA format. Currently the City uses software provided by the Depository and transmits the file via a computer and modem. The City wishes to transmit this file via the internet using on-line banking tools. Future payments to vendors may be done by ACH transfers; however, the volume at this time is unknown.

**6. Returned Items**

All checks deposited by the City that do not clear the first time, will be submitted a second time before returning them to the City. Returned checks that do not clear on the second attempt will be returned to the City within two business days. The City will not be charged to redeposit return items the second time.

**7. Stop Payments**

The City requires on-line stop payment services via the internet. The service will include processing and confirmation of each stop payment. The stop payment will be in effect for a minimum of 180 days following submission to the financial institution. If a fraud detection system is implemented, stop payments will be replaced by the fraud detection system.

**8. Credit Card Merchant Services**

The Depository shall provide major credit card merchant sales invoice processing services for all City locations accepting credit cards (excluding payments made through online services). Currently the City accepts MasterCard and VISA with sales ranging from \$150,000 – \$250,000 per month depending on the activities within various City departments (Utilities, Courts, Parks and Recreation, Animal Services, Library and Police). The Depository will process credit card receipts including: deposits, chargeback’s, statement reporting and credit refunds. The proponent must state per item processing fees and any additional fees that might be incurred on the proposal form.

**9. Deposit Bags**

The Depository will provide the City with plastic tamperproof deposit bags. Bank agrees to accept deposit of large amounts of coins on an as needed basis.

**10. Check Cashing/Payroll Pay Card**

The Depository will agree to cash, without charge to the City or City employee, a City employee’s reimbursement or payroll check issued on a City account, whether or not the City employee maintains an account with the Depository. If a pay card program is implemented, employees will not be charged any transaction fees for using the pay card.

**11. Lockbox Services**

The City utilizes a lockbox system for processing water, sewer and trash payments. Please provide lockbox policies and procedures for your lockbox services and if these services are provided in house or by outside vendors.

**12. Research Requests**

Respondent to describe the research process and average turn-around time for resolutions.

**13. Communication with the Depositor**

The City requires e-mail and voicemail services with the Depository along with direct communication with an account representation.

**14. Account Maintenance Services**











The City will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile, e-mail or on-line to assure the timeliness of the operation. The City expects the Depository to give prompt notification of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.

**SECTION IV.  
ACCOUNT ANALYSIS OF SERVICES & FEES**

The City shall require statement analysis each month, which shall clearly show volume, counts, fees charged and total price for servicing the accounts. The account analysis shall also show average leverage balances, average collected funds, average collected balances, interest rates and the amount of interest aid or credited to the account. If earnings on the account balances are not adequate to offset calculated charges shown by account analysis, the Depository will debit the General Operating account on a monthly basis.

END OF SECTION

## **SECTION V. PROPOSAL FORMAT**

**Banking institutions are encouraged to submit their proposals in the following tabbed format:**

**Tab 1: Introduction:** (Information should include, but is not limited to)

- Institution and Executive (officers and directors) Overview; including disclosure of any 3<sup>rd</sup> party institution/service providers.
- Account Executive(s) who will be assigned to the City's account (resume)

**Tab 2: Financial Strength & Stability:**

- Ability to meet the mandatory criteria:
  - Certify that it is a banking institution chartered under laws of the United States or of the State of Texas
  - Member of the Federal Reserve System
  - Insured by the Federal Depository Insurance Corporation or National Credit Union Administration
  - Ability to provide sufficient collateral for deposits
  - Compliance with Texas Local Government Code Chapter 105 (as amended), to maintain either a main or branch banking facility located within the city limits of Wylie
- Relevant experience managing government agency or municipal accounts of similar size and scope
- Disclosures of:
  - The amount of paid-up capital stock and permanent surplus
  - Audited financial statements for the most recent reporting year
  - Ratings on outstanding debt
- Last two quarterly FDIC Call Reports. Also, the financial institution's rating pursuant to the most recent Uniform Interagency Bank Rating System.
- Availability of funds schedule with a clear explanation of deadlines.

**Tab 3: Scope of Services & Effectiveness:**

- List of available services
- Any additional contracts or agreements (including disclosure of any 3<sup>rd</sup> party institution/service providers) requiring City approval such as:
  - Proposed Collateral
  - Depository's Master Repurchase
  - Proposed Custody/Security Safekeeping Agreement
  - Proposed Wire Funds Transfer Agreement
  - Controlled Disbursement Agreement
  - Stop Payment Agreement
- "Sweep" account provisions and provisions of the investment securities that are used for sweep accounts.
- Credit Card Merchant Services program

- Sample Reports:
  - Bank statements
  - Monthly account analysis statement.
  - Monthly pledged collateral report.
- List all on-line banking services
- “Lockbox Service” provision and institution performing services
- Disaster Recovery Plan
- List of Bank Holidays

**Tab 4: Implementation:**

- Detailed timeline chart; to include
  - number of business days
  - total bank institution man-hours
  - Mandatory City resources
    - Departments and projected man-hours to complete implementation

**Tab 5: Other Marketing Information:**

**Tab 6: Forms:**

- Form C - Questionnaire
- Form D – Fee Schedule (submit one (1) copy of Form D in a separate sealed envelope)
- Form E - Maximum Amount of Pledged Securities Form
- Form F – Required City Forms

**Exhibit A**

**BANK TRANSACTIONS by ACCOUNT**

**The General Operating Account** is used only to issue checks for the City's daily operating business. Checks are issued every Wednesday and Friday. Automatic transfers from the General Revenue Account to the Controlled Disbursement Account will be used to fund checks only. A schedule of monthly totals is provided below.

**CITY OF WYLIE TEXAS  
BANK TRANSACTIONS BY ACCOUNT**

(Transactions during January 2017)

<b>ACCOUNT</b>	<b>TOTAL # CREDITS</b>	<b>TOTAL # DEBITS</b>	<b>ENDING LEDGER BALANCE</b>	<b>TYPE OF ACCOUNT</b>
General Operating	518	126	\$ 40,111,421	Interest bearing
(credit card merchant services)	78	6	\$	Non-interest bearing
Payroll	12	38	\$ 0	Non-interest bearing
Accounts Payable	20	535	\$ 0	Non-interest bearing
Federal Seizure	0	0	\$ 954	Non-interest bearing
<b>TOTAL</b>	<b>413</b>	<b>676</b>	<b>\$40,112,375</b>	

**Exhibit B**

**City of Wylie, Texas**  
**INVESTMENT POLICY**

**Adopted May 1995**  
**Revised December 2006**  
**Re-approved September 2016**

**CITY OF WYLIE, TEXAS**  
**INVESTMENT POLICY**  
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# CITY OF WYLIE, TEXAS

## INVESTMENT POLICY

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### I. INTRODUCTION

Chapter 2256 of Title 10 of the Local Government Code (herein after referred to as the "Public Funds Investment Act") prescribes that each city is to adopt written rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the City's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the City's funds in demand deposits as provided under Chapter 105 of the Local Government Code.

### II. SCOPE

This Policy shall apply to the investment and management of all funds of the City under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

In order to make effective use of the City's resources, all monies shall be pooled into one bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The bank account will be maintained by pooled fund group for purposes of implementing pooled fund strategies and reporting. The income derived from this pooled investment account shall be distributed by fund in accordance with the City's internal procedures.

### III. OBJECTIVES

The City's principal investment objectives, in order of priority, are listed below.

**Safety.** The primary objective of the City's investment activity is the preservation of principal (capital) in the overall portfolio. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

**Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets, and by using state or local investment pools.

**Diversification.** The governing body recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented. Therefore, assets held in the common investment portfolio shall be diversified to eliminate the risk of loss resulting from one concentration of assets in a specific maturity, a specific issuer or a specific class of securities.

**Yield.** The investment portfolio goal (benchmark) against which the yield is compared will be established from time to time by the Finance Director. Recommendations by the Investment Committee will be considered when the performance measure is being established. Efforts to seek higher than the above goal must be consistent with risk limitations identified in this policy and prudent investment principles. The City's investment portfolio shall be designed with the objective of attaining a rate of return which is consistent with the risk limitations and cash flow characteristics of the City's investments.

### IV. INVESTMENT COMMITTEE

An investment committee consisting of the City Attorney, City Manager and Director of Finance will



# CITY OF WYLIE, TEXAS

## INVESTMENT POLICY

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meet on a quarterly basis. The Investment Committee shall be authorized to invite advisors to the meetings as needed.

The investment officer will present a brief report of investment activities to the Investment Committee. The primary objectives of the committee will be to

- (1) make recommendations regarding investment strategies
- (2) approve a list of authorized brokers, dealers, banks, savings and loans, credit unions, and pools
- (3) recommend a list of authorized training sources for the state mandated investment training and
- (4) monitor program results.

The committee shall include in its deliberations such topics as performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the city's funds, and the target rate of return on the investment portfolio. The Investment Committee shall provide for minutes of its meetings.

### **V. DELEGATION OF AUTHORITY**

Management responsibility for the investment program is delegated by the City Council to the City Manager who will designate the Finance Director as Investment Officer (hereinafter referred to as the "Director"). The Director's authority will at all times be limited by conformance with all Federal regulations, State of Texas statutes and other legal requirements including the City Charter and City Ordinances, including this Policy.

The Director shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the City.

With written approval from the City Manager, the Director may delegate any phase of the investment management program to members of the City staff. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the Director under this Policy. The Director shall obtain and maintain, at the City's expense, fidelity bonds for himself and each of his designees in amounts determined adequate by the Director (which shall not be less than five percent of the amounts subject to this Policy) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the Director. A current list of persons authorized to transact investment business and wire funds on behalf of the City shall be maintained by the Director.

At the discretion of either the City Manager or the Director and in any event upon the termination or reassignment of any member of the Director's staff authorized to conduct transactions for the City pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the Director orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the City has any existing or continuing relationship in the management of its investments.

### **VI. INVESTMENT STRATEGY**

The City of Wylie maintains a pooled investment portfolio. The pooled portfolio utilizes specific investment strategies designed to address the unique characteristics of the pooled investment portfolio. The pooled investment portfolio includes Operating Funds, Debt Service Funds, Debt Service Reserve Funds, Capital Projects and Special Purpose Funds. Investment strategies for these different groups are detailed below.

- (1) Investment strategies for operating, debt service, capital project, and special purpose funds have

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## INVESTMENT POLICY

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as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles.

(2) The investment strategy for the debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream from securities with a low degree of volatility. Securities should be of high quality, with short to intermediate term maturities. Except as may be required by a bond ordinance, securities should be of high quality with short to intermediate-term maturities.

### VII. STANDARD OF CARE

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

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

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

- (1) the investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

- (2) whether the investment decision was consistent with the written investment policy of the City.

The Director and his staff shall recognize that the investment activities of the City are a matter of public record. Therefore, all participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair public confidence in the City's ability to govern effectively.

### VIII. INVESTMENTS AUTHORIZED BY THE CITY OF WYLIE

Authorized investments for municipal governments in the State of Texas are set forth in the Public Funds Investment Act, as amended (Section 2256.009-2256.019, Government Code). However, suitable investments for the City of Wylie are limited to the following.

- (1) Direct obligations of the United States or its agents and instrumentalities with a stated maturity of 5 years or less.
- (2) Certificates of deposit issued in the State of Texas with a maximum maturity of 2 years or less and insured by the Federal Deposit Insurance Corporation.
- (3) Fully collateralized direct repurchase agreements with a defined termination date of 2 years or less which are secured by obligations of the United States or its agencies and instrumentalities and pledged with a third party in the City's name. The agreement must be placed through a primary government securities dealer, as defined by the Federal Reserve, or by a financial institution doing business in the State of Texas. Each issuer of repurchase agreements shall be required to sign a master repurchase agreement.
- (4) Approved investment pools as described in Section 2256.016 which are continuously rated no lower than AAA, AAA-m or an equivalent rating by at

# CITY OF WYLIE, TEXAS

## INVESTMENT POLICY

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least one nationally recognized rating agency and have a weighted average maturity no greater than 90 days.

### IX. OTHER INVESTMENT GUIDELINES

The City seeks active management of its portfolio assets. In order to meet the objectives of this Policy, the City may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the Director before such a transaction is consummated. Sales of securities yielding net proceeds less than 92% of the book value of the securities must be approved in advance and in writing by the City Manager. Three examples of situations involving the sale of securities prior to maturity are

- (1) swap - to sell an investment to realize a capital gain,
- (2) To better position selected investments due to a change in market conditions,
- (3) To react to emergency liquidity demands.

Each investment transaction must be based upon competitive quotations received from at least three broker/dealers who have been approved by the City in accordance with Texas law.

The purchase and sale of all securities shall be on a delivery versus payment or payment versus delivery basis (i.e., for securities purchases, monies will not be released by the City's safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the City's safekeeping bank. In the case of securities sales, monies will be received by the City's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner the City will always have possession of either its securities or its monies.

### X. DIVERSIFICATION AND MATURITY LIMITS

It is the policy of the City to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The City will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

Investment Category	Max. % of Portfolio	Max. Maturity
Obligations of the United States or its agencies and instrumentalities.	100%	5 years
Certificates of Deposit	25%	18 mon.
Repurchase Agreements NOT Reverse Repurchase Agreements	100%	2 years

The Director shall evaluate how each security purchased fits into the City's overall investment strategy.

At all times the City shall maintain 10 percent of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities and certificates of deposit in the City's total investment portfolio at any given time (not including cash or demand deposits) shall not exceed 2 years.

### XI. SELECTION OF BROKERS/DEALERS

The City shall maintain a list of broker/dealers and financial institutions which have been approved for investment purposes by the investment committee. (For the purpose of this investment policy, Broker/dealer will be used to refer to any brokerage firm, bank, investment pool, or financial institution with which the City does investment business). Securities may only be purchased from those

# CITY OF WYLIE, TEXAS

## INVESTMENT POLICY

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authorized institutions and firms. The authorized broker/dealers will be reviewed at least annually. To be eligible, a broker/dealer must meet at least one of the following criteria: 1) be recognized as a Primary Dealer as defined by the New York Federal Reserve Market Reports Division; or 2) complies with Securities and Exchange Commission Rule 15C3-1, the Uniform Net Capital Requirement Rule. If the City's depository bank also provides custodial and safekeeping services for the City, the bank may not be included as an authorized broker/dealer for the City, however (Non- negotiable Certificate of Deposits are exempt from this policy.

Broker/dealers will be selected and recommended to the investment committee by the Director on the basis of their financial stability, expertise in cash management and their ability to service the City's account. Each broker/dealer that has been authorized by the City shall be required to submit and annually update a Broker/Dealer Information Request form which includes the firm's most recent financial statements. The Director shall maintain a file which includes the most recent Broker/Dealer Information Request forms submitted by each firm approved for investment purposes. A copy of the submitted Broker/Dealer Information Request forms as well as a list of those broker/dealers approved by the City shall be maintained by the Director (See Appendix A).

The City of Wylie will provide all approved securities dealers with a copy of the City's Investment Policy. A principal in the firm must execute a written statement acknowledging receipt and review of the policy and a statement acknowledging that reasonable procedures and controls have been implemented to preclude imprudent investment activities being conducted between the entity and the securities firm (See Appendix B).

All approved broker/dealer firms must have a completed City of Wylie broker/dealer questionnaire, investment policy, written acknowledgment per above guidelines, executed master repurchase agreement, if applicable, and current financial information on file. Certification language should be mutually acceptable

to both parties. An investment officer of the City may not buy any securities from a person who has not delivered to the City an instrument substantially in the form provided by this policy.

The Director shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the Director, if in the opinion of the Director, the firm has not performed adequately or its financial position is considered inadequate.

## **XII. SAFEKEEPING AND CUSTODY**

Investment securities purchased for the City will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the City's safekeeping and custodian bank. The City may designate more than one custodian bank. The City shall execute a Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the City's interest.

The Director shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The City must approve release of securities in writing prior to their removal from the custodial account. A telephone facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the City's files. In no event shall the custodial bank be an authorized depository bank,

## CITY OF WYLIE, TEXAS

### INVESTMENT POLICY

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issuer of repurchase agreements in which the City invests or broker/dealer of securities on behalf of the City.

All securities shall be confirmed in the name of the City and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the City. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities owned by the City shall be evidenced by a safekeeping receipt issued to the City and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve System in a CUSTOMER ACCOUNT naming the City as the "customer." In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

All certificated securities (those transferred by physical delivery) shall: 1) be held by an approved custodian bank or any correspondent bank in New York City approved by the Director; and 2) the correspondent bank or the City's safekeeping bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the correspondent bank for the City.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the Director or his designee and held in a secured file by the City.

### **XIII. RECORD KEEPING AND REPORTING**

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the City receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason(s) for the transaction.

At least annually, the Director shall verify that all securities purchased by or pledged to the City are on hand in appropriate form. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's established investment policies.

Each depository of the City's funds shall maintain separate, accurate and complete records relating to all deposits of the City's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the City, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the Director or designee and the City's auditors at any reasonable time.

All broker/dealers, custodians, depositories and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the City and shall make those records available for inspection by the Director or other representatives designated by the City Council or City Manager.

All sales of securities for less than the book value of the security shall be approved by the Director. Sales of securities for less than 92 percent of the book value of the securities must be approved by both the City Manager and the Director.

An investment report shall be prepared by the Director and signed by each officer and employee of the City authorized to conduct any of the City's investment activity, on an annual basis listing all of the investments held by the City, beginning and ending market value for period, the current market valuation of the investments and transaction summaries, including a detailed list of the gains and losses recognized. The market value will be determined by: (1) written reports

# CITY OF WYLIE, TEXAS

## INVESTMENT POLICY

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such as the Wall Street Journal; (2) on-line services such as Bloomberg; or (3) through a primary dealer or national bank that is independent of the specific security being valued. The report must state the pooled fund group for each asset/security. The report shall explain the total investment return during the previous quarter and compare the portfolio's performance to other benchmarks of performance. If invested in securities, the City's audit firm must review the quarterly reports annually and the result of the review shall be reported to the City Council by that auditor.

Within 90 days after the end of the City's fiscal year, the Director shall prepare, sign and deliver to the City Manager and the City Council an annual report on the City's investment program and investment activity which has also been signed by each officer and employee of the City authorized to conduct any of the City's investment activity. The annual report shall include full year investment returns. Such annual report shall include an analysis of the compliance with this Policy as well as changes in the applicable laws and regulations during the previous year and may include any other items of significance related to the investment program. The annual investment report will be reviewed as a part of the annual audit.

#### **XIV. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees of the City involved in the investment process shall refrain from personal business activity that involves any of the City's

approved custodians, depositories, broker/dealers or investment advisors. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the City's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales and shall keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

#### **XV. POLICY REVISIONS**

This Investment Policy will be reviewed at least annually by the City Attorney, City Manager and Director of Finance and revised when necessary. All revisions shall be approved by the City Council.

**FORM C**  
**QUESTIONNAIRE**

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**Submitted by: (Name of Institution)**

In order to be considered responsive, prospective proponents must answer the following questions. (Please attach additional sheets as needed.)

**Depository Information**

1. Is the Depository insured by the FDIC?
2. Is the Depository audited annually by an independent CPA firm? If yes, by whom?
3. How does the Depository define non-performing loans and what percent of current loans are so classified?
4. With what money center bank does the Depository have its primary correspondent agreement?
5. Name the bank holding company with which the Depository is associated (if applicable) and describe the legal and financial relationship between the Depository and the holding company.
6. Is the Depository a branch bank or will it soon become a branch bank? If so, please indicate which services will be provided from the Depository's present location and which will be provided from the main bank. Also, please indicate service location throughout the proposal where applicable.
7. Indicate the Depository's capital to assets ratio for the last five years.
8. What was the Depository's return on assets for the last audited fiscal year?
9. Has the Depository had any significant problems noted by regulatory agencies in the past 24 months? If "yes", please explain.
10. Please list other public funds customers in the Dallas area that the Depository currently serves as a depository as well as the name and telephone number of a contact person for each.

**Treasury Management Services**

11. Based on the City's monthly activity, list minimum ledger and collected balances required to earn interest.
12. Explain the Depository's availability schedule and an explanation of funds credit with the Depository doing the City's encoding.
13. Explain the parameters of the Depository's sweep account service where excess funds are invested at a higher rate overnight.

14. Describe any other cash management or depository service that could be offered to the City. List all charges that may apply.
15. Each deposit batch, with adding machine tape, is sealed in plastic deposit bags and deposited directly to the Depository by courier. If errors occur, the City requires a credit or debit advice to be mailed to the City immediately after the account has been adjusted. Notification should include a copy of the City's tape showing the item in question and/or a copy of the check in question along with other appropriate documentation attached to justify the correction. Phone notification is preferred for material amounts. State any other procedure for deposits that the depository would recommend or require.
16. In order to fund check presentments and manage the City's bank accounts and investments, daily check presentment totals must be made known to the City no later than 10:30 a.m. Notification after this time may result in the City not being able to adequately fund checks. If the master account has not been properly funded due to late notification, what procedure does the Depository follow to assure payment on these checks?
17. The City frequently initiates time sensitive wire transfers which must be received by the beneficiary by a certain time of day, such as 10:00 a.m. Please describe the Depository's daylight overdraft policy with respect to such transfers where the funding for the transfer has not yet been credited? What is the Depository's internal review and approval process for releasing such transfers?
18. Does the depository have an established maximum dollar value limit which may not be exceeded by an individual check? Are there any other restrictions regarding individual check amounts?
19. The City transmits direct deposit information in NACHA format via a computer and modem for citizen water bills, payroll, and medical premiums. Please list appropriate cut-off times that would apply. On-line banking services for ACH transmittal is preferred. Please state the Depository's on-line services regarding ACH files.
20. Does the Depository offer a program which allows payroll to be paid to employees through a debit card rather than issuing checks and/or direct deposit to the employee's checking account?
21. State whether the Depository offers or requires a check fraud control service. If "yes", please describe and list charges.
22. State whether the Depository would offer any type of special programs or other incentives for City employees.
23. Please describe the process by which service problems can be resolved. What person or organization unit is available for complaint or problem resolution?
24. The City requires on-line services for account balance inquiry, reports, stop payments, ACH transactions, and wires. Describe the Depository's on-line internet banking services to be provided to the City and the associated costs.



**FORM D - FEE SCHEDULES**

**(Place this page and the accompanying fee schedules by account into a separately sealed envelope, per section VI.)**

Banking services currently used by the City are listed on the following forms, separated by account, along with estimated annual volumes. Respondents must submit costs for the services indicated and any additional services the Depository can offer.

If a service requirement cannot be met by a respondent, then the term "No Proposal" should be entered for that specific requirement. In the case of a "No Proposal" response, the proponent may offer an alternative equivalent service for the City's consideration.

**NOTE: Any service that does not have a fee indicated on the Proposal Form will be considered to be provided free of charge in the Depository Contract.**

TOTAL ANNUAL COST for 4 ACCOUNTS: \$ \_\_\_\_\_

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(written amount)

SEE ATTACHED FORM D FOR EACH ACCOUNT

NAME OF INSTITUTION: \_\_\_\_\_

**FEE SCHEDULE - FORM D  
OPERATING ACCOUNT**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)

<b>ACCOUNT SERVICES</b>				
Includes monthly maintenance for DDA account, sub account maintenance to transfer account balances within a cash concentration relationship, electronic debit and credits and charge per statement				
ACCOUNT MAINTENANCE	1	12		
STATEMENT CYCLES	1	12		
		-		
CREDIT POSTED- ELECTRONIC	224	2,688		
DEBIT POSTED - ELECTRONIC	104	1,248		
CASH CONCENTRATION MAINTMASTER	1	12		

<b>AUTOMATED CLEARING HOUSE</b>				
Monthly maintenance fee, per debit/credit transaction orginated online				
REMOTE DEPOSIT ACH MAINT	1	12		
ACH DELAYED REDEPOSIT(PER DAY)	1	12		
ACH MAINTENANCE	2	24		
CREDIT RECEIVED	142	1,704		
DEBIT RECEIVED	55	660		
RETURN ITEM	11	132		
NOTIFICATION OF CHANGE	2	24		
RETURN NOTIFICATION - ONLINE	11	132		
NOTIF OF CHANGE - ONLINE	2	24		
ELOCKBOX FILE PROCESSING	21	252		
CREDIT ORIGINATED - ONLINE	-	-		
DEBIT ORIGINATED - ONLINE	1,784	21,408		
ONLINE ACH MAINTENANCE	1	12		
ADDENDA RECORD ORIGINATED	16	192		
NOTIF OF CHANGE - EMAIL	2	24		
RETURN NOTIFICATION - EMAIL	11	132		
DEBIT BLOCK MAINTENANCE	3	36		
ACH ADA AUTHORIZED ID	14	168		
ELOCKBOX MAINTENANCE	1	12		
ELOCKBOX TRANSACTION RECEIVED	3,566	42,792		
ELOCKBOX TRANSACTION REFORMAT	3,566	42,792		

**FEE SCHEDULE - FORM D  
OPERATING ACCOUNT**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)
ACH UNAUTHORIZED ENTRY FEE	1	12		

<b>BALANCE BASED CHARGES</b>				
Monthly administrative fee to address various regulatory and other charges				
BALANCE BASED CHARGES	12	1	BALANCE BASED	

<b>BANKING CENTER SERVICES</b>				
Charge for transaction made at a Banking Center				
BRANCH CREDITS POSTED	1	12		
BRANCH DEPOSIT-IMMEDIATE VERIF	3,066	36,792		
BRANCH ORDER - COIN ROLL	5	60		
BRANCH ORDER CURRENCY STRAP	7	84		
BRANCH DEPOSIT ADJUSTMENT	1	12		
BRANCH ORDER PROCESSED	3	36		

<b>DEPOSITORY SERVICES</b>				
Charge per credit including deposits, interest, adjustments, transfers or other credits				
CHECK DEPOSITED-ON US	716	8,592		
CHECK DEPOSITED-TRANSIT	2,050	24,600		
DEPOSIT CORRECTION	1	12		
CREDITS POSTED	187	2,244		
RETURN ITEM	7	84		
RETURN ALTERNATE ADDRESS	7	84		
RETURN ITEM REDEPOSIT	10	120		
RETURN MAKER NAME	16	192		

<b>DISBURSEMENT SERVICES</b>				
Monthly acct fee for receiving email notification of Positive Pay or ACH exception items and charge per check for image				
CHECK CASHING NON-ACCT HOLDER	1	12		
CHECK INQUIRY MAINTENANCE	1	12		
RECON REPORT / STATEMENT MAINT	1	12		
EXCEPTION NOTIFICATION - ACCT	1	12		
RPP EXCEPTION REVIEW MAINT	1	12		

<b>BANK ONLINE ACCESS</b>				
Charge for online access and per transaction loading online				
MONTHLY SERVICE	1	12		
ACCOUNTS REPORTED	4	48		

**FEE SCHEDULE - FORM D  
OPERATING ACCOUNT**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)
TRANSACTIONS REPORTED - 45 DAY	648	7,776		
TRANSACTIONS REPORTED - 1 YEAR	498	5,976		
EXTENDED TRANSACTION DETAIL	2,854	34,248		

<b>WHOLESALE LOCKBOX</b>				
LOCKBOX - MAINT	2	24		
WHOLESALE ITEM	64	768		
UNPROCESSABLE ITEM	1	12		
NO CHECK ITEM	3	36		
CHECK CLEARING	2,103	25,236		
CHECK MICR CAPTURE	2,103	25,236		
DATA CAPTURE	1,138	13,656		
PAPER DELIVERY PREP	3	36		
OUTGOING PACKAGE PREP	2	24		
POSTAGE	3	36		
DEPOSIT PREPARATION	33	396		
SCANNABLE LOCKBOX ITEM	2,038	24,456		
SCANNABLE LOCKBOX OCR DOCUMENT	2,146	25,752		
SCANNABLE LOCKBOX BALANCING	2,088	25,056		
LONG TERM STORAGE - CHECKS	2,103	25,236		
LONG TERM STORAGE - B&W DOCUMENTS	2,206	26,472		

<b>ONLINE LOCKBOX ACCESS</b>				
Monthly maintenance charge per lockbox for web access to document images				
DOCUMENT IMAGE CAPTURE	60	720		
OCR DOC IMAGE CAPTURE	2,128	25,536		
MAINTENANCE PER LOCKBOX-CHK/DOC	2	24		
LONG TERM STORAGE-CHECK	2,103	25,236		
LONG TERM STORAGE-B&W DOC	2,206	26,472		
DATA TRANS MAINTENANCE	1	12		
DATA TRANSMISSION ITEM	4,289	51,468		

<b>VAULT SERVICES</b>				
Charge per deposit processed through the vault and charge per note for bills deposited no meeting the Fed standard of 100 same denomination notes per strap				
VAULT DEPOSIT	187	2,244		
VAULT DEP NON STD STRAP - NOTE	3,522	42,264		

**FEE SCHEDULE - FORM D  
OPERATING ACCOUNT**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)
VAULT DEPOSIT ADJUSTMENT	1	12		

<b>WIRE - U.S.</b>				
ELECTRONIC DEBIT STRAIGHT THROUGH WITHIN BANK	3	36		
ELECTRONIC FED DEBIT STRAIGHT THROUGH	8	96		
REPETITIVE INSTRUCTION STORAGE	1	12		
FED TRANSFER FEE	26	312		
WITHIN BANK CREDIT	1	12		
FED CREDIT STRAIGHT THROUGH	18	216		
ADVICE - NOT CHARGE	29	348		

<b>OTHER SERVICES OR IMPLEMENTATION FEES:</b>	<b>Bank to indicate any other fees to implement</b>			

**Operating Account Fee Subtotal:**

(sub-totals should be based on estimated monthly volumes provided and any flat fees)

NAME OF INSTITUTION: \_\_\_\_\_

**FEE SCHEDULE - FORM D  
Payroll ZBA Account**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)

<b>Account Services</b>				
Includes monthly maintenance for DDA account, sub account maintenance to transfer account balances within a cash concentration relationship, electronic debit and credits and charge per statement				
Account Maintenance	1.00	12.00		
Sub Account Maintenance	1.00	12.00		
Electronic Debit	5.00	60.00		
Electronic Credit	12.00	144.00		

<b>Disbursement Services</b>				
Charge per check paid or deposit posted, monthly acct fee for receiving email notification of Positive Pay or ACH exception items and charge per check for image storage				
Check/Debit posted	28.00	336.00		
Exception Notification per account	1.00	12.00		
Image Storage per item	28.00	336.00		

<b>Reconciliation Services</b>				
Monthly fee for Positive Pay Services, per item image capture made available online, Full reconciliation services by account and per item				
Positive Pay Maintenance	1.00	12.00		
Payee name verification	28.00	336.00		
Image capture per item	28.00	336.00		
Full Reconciliation - Maintenance	1.00	12.00		
Full Reconciliation - per item	28.00	336.00		
Output File	1.00	12.00		

<b>Automated Clearing House</b>				
Monthly maintenance fee, per debit/credit transaction orginated online				
Monthly maintenance fee	1.00	12.00		
Debit orginated online	5.00	60.00		
Credit orginated online	841.00	10,092.00		

**Payroll Account Fee Subtotal:**

(sub-totals should be based on estimated monthly volumes provided and any flat fees)

NAME OF INSTITUTION: \_\_\_\_\_

**FEE SCHEDULE - FORM D**  
**Accounts Payable ZBA Account**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)

<b>Account Services</b>				
Includes monthly maintenance for DDA account, Master account maintenance to transfer account balances within a cash concentration relationship, electronic debit and credits and charge per statement				
Account Maintenance	1.00	12.00		
Master Account Maintenance	1.00	12.00		
Electronic Debit	85.00	1,020.00		
Electronic Credit	194.00	2,328.00		
Post No Checks Maintenance	1.00	12.00		

<b>Disbursement Services</b>				
Charge per check paid or deposit posted, monthly acct fee for receiving email notification of Positive Pay or ACH exception items, stop payment fees and charge per check for image storage				
Check/Debit posted	519.00	6,228.00		
Exception Notification per account	1.00	12.00		
Stop Payment	9.00	108.00		
Image Storage per item	519.00	6,228.00		

<b>Reconciliation Services</b>				
Monthly fee for Positive Pay Services, per item image capture made available online, Full reconciliation services by account and per item				
Positive Pay Maintenance	1.00	12.00		
Payee name verification	519.00	6,228.00		
Image capture per item	519.00	6,228.00		
Full Reconciliation - Maintenance	1.00	12.00		
Full Reconciliation - per item	519.00	6,228.00		
Output File	1.00	12.00		

<b>Automated Clearing House</b>				
Monthly maintenance fee, per debit/credit transaction originated online				
Monthly maintenance fee	1.00	12.00		
Debit originated online	8.00	96.00		
Credit originated online	10.00	120.00		

**Accounts Payable ZBA Account Fee Subtotal:**

(sub-totals should be based on estimated monthly volumes provided and any flat fees)

NAME OF INSTITUTION: \_\_\_\_\_

**FEE SCHEDULE - FORM D  
Federal Seizure Account**

Product Line and Description	City's Previous Volumes		Bank's Proposed Fees	
	Monthly Units	Estimated Annual # of Units	Monthly Flat Fee	Unit Price (if applicable or mark as included in flat fee)

<b>Account Services</b> Includes monthly maintenance for DDA account, suelectronic debit and credits and charge per statement				
Account Maintenance	1.00	12.00		
Electronic Debit	-	-		
Electronic Credit	-	-		

<b>Disbursement Services</b> Charge per check paid or deposit posted, monthly acct fee for receiving email notification of Positive Pay or ACH				
Check/Debit posted	-	-		
Exception Notification per account	1.00	12.00		
Image Storage per item	-	-		

<b>Reconciliation Services</b> Montly fee for Positive Pay Services, per item image capture made available online, Partial reconcilement services by				
Positive Pay Maintenance	1.00	12.00		
Payee name verification	-	-		
Image capture per item	-	-		
Partial Reconcilement - Maintenance	1.00	12.00		

<b>Balance Based Charges</b> Monthly administrative fee to address various regulatory and other charges				
Balance Based Charges	-	-		

**Federal Seizure Account Fee Subtotal:**

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(sub-totals should be based on estimated monthly volumes provided and any flat fees)



**FORM E**

**Collateral for Uninsured Funds - Maximum Amount Offered**

**MAXIMUM AMOUNT OF PLEDGED SECURITIES**

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**Submitted by: (Name of Institution)**

**Maximum Amount Offered:**

Please state the maximum amount, if any, of pledged securities which the Bank is willing or able to commit for collateralized deposit accounts through the contract period:

\$ \_\_\_\_\_

## Form F

### REQUIRED CITY FORMS

- **Vendor Supplemental Information Form**
- **Compliance with Federal, State, Local Laws and City Charter**
- **Conflict of Interest Questionnaire**
- **Vendor Acknowledgement Form**

**VENDOR SUPPLEMENTAL INFORMATION**  
The following information is required for contract development.

1. In what state was your business formed? \_\_\_\_\_

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Select and complete one of the following:

a.  Corporation

i. Legal name of

Corporation: \_\_\_\_\_

ii. Business

address \_\_\_\_\_

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

b.  Other Entity (not listed)

i. Legal name and type of

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

ii. Business

address \_\_\_\_\_

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

**W2017-57-A**  
**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The bidder/proposer also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

**NO PROHIBITED INTEREST**

The bidder/proposer certifies that no person employed by or officer of the bidder/proposer is either employed by the City of Wylie or is an elected official of the City of Wylie, nor has a financial interest, direct or indirect, in any contract with the City of Wylie, in accordance with Article XI, Section 5 of the Wylie City Charter (which is incorporated herein in its entirety) and Texas Local Government Code 131.xxx (as amended).

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

**CONTRACTOR INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER CONTRACTOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER: SIGNATURE PAGE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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

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

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

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to certify with witness my hand and official seal.

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

**1** Name of Local Government Officer

**2** Office Held

**3** Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

**4** Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

**5** List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

### 6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**CITY OF WYLIE**  
**COMPETITIVE SEALED PROPOSAL #W2017-57-A**  
**THIS FORM MUST BE THE LAST PAGE OF YOUR SUBMITTAL.**

**Vendor Acknowledgment Form**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

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

Address of Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_

Address, Phone and Fax of Majority  
Owner Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative:  
Signature: \_\_\_\_\_

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

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

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

Acknowledgement of Addenda:  
#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_