

INSTRUCTIONS TO BIDDERS

Bid TitleBank Depository Bid

Bid Opening Date.....April 25, 2019

Bid Opening Time.....10:00 a.m.

Mark Envelope.....Depository Bids

Must be submitted by.....April 05, 2019

Contact Person.....Ruben Cavazos, County Treasurer

.....Email ruben.cavazos@co.willacy.tx.us Office 956-689-2772

Bids must be received in the Willacy County Clerk's Office, 576 West Main St. Room 153 Raymondville, Texas 78580, no later than the date and time specified above. Public opening of the bids will be held in the County Commissioners' Courtroom, 576 West Main St. Room 152, Raymondville, Texas 78580 at that time.

The Commissioners' Court of Willacy County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Willacy County. Late bids will be returned to the Bidder unopened.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder to guarantee authenticity.

The undersigned agrees, if this bid is accepted, to furnish any and all services upon which fees or interest rates are offered and upon the terms and conditions contained in the Specifications. The period for acceptance of this bid will be fifteen (15) calendar days unless Bidder notes a different period.

Bids must be submitted on the attached Bid Worksheet. By returning the Bid Worksheet, the Bank certifies that:

1. All rates and fees bid are to be firm for one (1) month.
2. Award of contract(s) will be executed by the Willacy County Commissioners' Court and will be confirmed by an award letter accompanied with a copy of the minutes from the meeting.
3. Any deviations from these terms and conditions must be stated as such when returning the Bid Worksheet.

Specifications for Bank Depository Bid

It is the intent of Willacy County to execute a contract with a bank desiring to be designated as the County Depository Bank. By returning the Bid Worksheet, Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2558a et. seq.) that pertain to the managing and safekeeping of County funds and will comply with those statutes.

Duration -- The Bank contract will be effective for a period of two (2) years. The bank shall remain the County's depository for sixty (60) days after the expiration of the contract. If a timed deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Willacy County to provide for the maturity of the time deposit.

Awarding Contract -- Willacy County will award the Bank Contract based on the following criteria:

- Reputation of bidder and quality of services;
- Ability to perform and provide the required and requested services;
- Cost of banking services;
- Completeness of bid and agreement to points outlined in the Depository Application;
- Funds availability;
- Interest rates paid on interest bearing accounts, time deposits, and investments;
- Earnings credit on average available account balances;
- Financial strength and stability; and
- Convenience of location.
- No fee for early withdrawal.

Investments Made Outside Depository Banks -- Willacy County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Willacy County.

Submitting Financial Statements -- Banks wishing to be designated as the Depository Bank or a Sub-depository Bank will include as part of the application:

- (1) The Bank's last quarterly Uniform Bank Performance Report.
- (2) The Bank's last Call Report.
- (3) The Bank's Annual Financial Report for the past year.

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

Good Faith Guarantee -- Bank must submit with the Bid Worksheet a certified cashier's check in the amount of \$78,900.70 (one-half of one percent of the county's revenue for the preceding year and one-half of one percent of the average daily balances of the County and District Clerks' Trust Accounts) payable to Willacy County as a guarantee of good faith. The County will hold the check until a Depository Bank is selected and the bond and/or security has been filed.

Payment for Services -- Bank will specify fees required for services. Banking services not detailed on worksheet will be mutually agreed upon.

Amount to be Pledged -- The initial amount of securities to be pledged against Willacy County funds shall be adequate to fully collateralize the funds of Willacy County according to the laws of the State of Texas and shall continuously remain as such (the standard is 102-110 %). This amount is subject to change as deposits fluctuate, with the approval of the Willacy County Treasurer. A Third Party Bank approved by Commissioners Court or the Federal Reserve Bank must hold the pledged securities.

Interest and Interest Rate -- Variable interest rate bids and/or fixed interest rate bids on accounts and certificates of deposit shall be quoted by Bank. Willacy County reserves the right to select the rate most favorable to the county at any time during the term of the contract, subject to banking laws.

Types of Interest Bearing Accounts:

Interest Bearing Checking Accounts -- Willacy County will have accounts established under these specifications for disbursing checks written on Willacy County funds. Checks and transfers will be written from these accounts; and wire transfers, ACH transfers, internal bank transfers or deposits will be made to these accounts. These estimates may vary during the duration of the contract.

Money Market Accounts -- Separate accounts are established under these specifications for daily operating transactions. These accounts will be used when their rates exceed IBCAs. These estimates may vary during the duration of the contract.

Willacy County will consider consolidating existing accounts into several concentration accounts.

Services Provided:

Reports --

1. A detailed monthly collateral-to-deposit report is required. The report shall contain security descriptions, par value/current face and current market value. To compensate for increases or decreases in county deposits and fluctuation of market value of pledged collateral, the minimum market value of collateral will be 102% of county deposits.
2. It is requested that as a part of the bid the Depository Bank will provide a web based communication link to the County for daily reporting on fund balances, collateral and ledger balances and detail debits and credits.
3. Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:
 - daily average ledger balance -daily average float
 - average collected balance -reserve requirements
 - price levels for each activity -monthly volumes by type
 - earnings allowance

A Willacy account analysis format must be provided as part of the bid.

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

Statements should be processed and mailed within five (5) business days after the close of each month.

A sample statement format will be included as part of the bid.

Contact Person -- Bank will specify an Officer of the Bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Willacy County accounts.

Daylight Overdraft Provisions -- The County does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft shall be defined as a negative balance in the County's accounts collectively, not by individual account. However, should a net overdraft condition occur, the following stipulations shall apply:

(To be completed by the financial institution.)

- > The maximum number of days the overdraft condition shall be allowed is _____ banking days.
- > The maximum amount of the overdraft to be allowed shall be \$ _____.
- > The interest rate shall be _____ % per annum computed on an actual day basis for the days and amount of the overdraft.

In the event a check or checks shall be presented for payment where there is insufficient funds for the purpose of paying checks, the Depository Bank agrees to promptly notify the Treasurer, by telephone or other means, of the overdraft condition, and to provide the Treasurer a period, not exceeding one business day, to respond and rectify the condition.

Stop Payments -- The Bank will be required to process stop payments on verbal instructions from the County Treasurer or his assignee with follow-up written confirmation.

Stale Dated Checks - The Bank will agree not to honor stale dated checks on Willacy County accounts that are not endorsed by the County as acceptable after the 180-day limit.

Standard Disbursement Services -- Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.

Standard Deposit Services -- The Bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the Bank's availability schedule. All deposits received before the Bank's established deadline will be credited tied to the availability Schedule.

Other Specific Services -- As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

Bid Worksheet Bank Depository Bid

Interest Bearing Checking Accounts:

Variable
Interest Margin
*

Fixed
Interest Rate

Money Market Accounts:

Variable
Interest Margin
*

Fixed
Interest Rate

** Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction) + Margin (Based on basis points).*

Example: If 91 Day US T-Bill effective rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%

Minimum balance requirement per account will be listed below:

Certificates of Deposit - Variable Interest Rate

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

	less than \$100,000	more than \$100,000
1. Maturity 7-29 days	+ _____ basis points	+ _____ basis points
2. Maturity 30-59 days	+ _____ basis points	+ _____ basis points
3. Maturity 60-89 days	+ _____ basis points	+ _____ basis points
4. Maturity 90-179 days	+ _____ basis points	+ _____ basis points
5. Maturity 180 days-less than one year	+ _____ basis points	+ _____ basis points

6. Maturity 1 year or more + _____ basis points + _____ basis points

Certificates of Deposit - Fixed Interest Rate

- | | |
|---|---------|
| 1. Maturity 7-29 days | _____ % |
| 2. Maturity 30-59 days | _____ % |
| 3. Maturity 60-89 days | _____ % |
| 4. Maturity 90-179 days | _____ % |
| 5. Maturity 180 days-less than one year | _____ % |
| 6. Maturity 1 year or more | _____ % |

COST ANALYSIS WORKSHEET:

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your application figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for October 31, 2018.

BALANCE SUMMARY:

AVG COLLECTED BALANCE	\$	5,324,169.00
AVG NEGATIVE COLL BALANCE		<u>-0-</u>
AVG POSITIVE COLL BALANCE	\$	<u>5,324,169.00</u>
LESS RESERVES REQ	RATE: _____	_____
AVG. AVAIL BALANCE		_____
LESS BALANCE REQUIRED		_____
NET AVAILABLE BALANCE		_____
EARNINGS CREDIT ALLOWANCE	RATE: _____	_____
LESS TOTAL SERVICE CHARGES		_____
EXCESS OR DEFICIT		_____

Note to Bidder: Please provide the unit price, service charge, & balance required irrespective of whether or not the no. of units is specified on the cost analysis worksheet.

COST ANALYSIS WORKSHEET CONTINUES

Earnings credit calculated on the following balances:

Trust Fund Savings Accounts

Non-Interest Bearing Accounts

Interest Bearing Accounts

Total

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

	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
DEPOSITORY SERVICES –				
FDIC ASSESSMENT	5,324,169	_____	_____	_____
CREDITS POSTED	258	_____	_____	_____
DEBITS POSTED	520	_____	_____	_____
OVERDRAFT FEE		_____	_____	_____
MANUAL STOP PAYMENT		_____	_____	_____
AUTOMATED STOP PAYMENTS		_____	_____	_____

ACCOUNT MAINTANCE -

NON-INTEREST BEARING CKG/MM SAVINGS	41	_____	_____	_____
INTEREST BEARING CKG	0	_____	_____	_____

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

RETURN ITEM	_____	_____	_____	_____
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RETURN-REDEPOSIT ITEM RECLEAR	_____	_____	_____	_____
BRANCH TELLERS SERVICES –				
BRANCH DEPOSIT IMMED VERIFICATION	_____	_____	_____	_____
COMMERICAL CHECK CASHING	_____	_____	_____	_____
NIGHT DROP DEPOSIT	_____	_____	_____	_____
CASH VAULT SERVICES –				
CURRENCY PER STRAP	_____	_____	_____	_____
COIN PER ROLL	_____	_____	_____	_____
GENERAL ACH SERVICES –				
ACH DEBITS/CREDITS	_____	_____	_____	_____
ACH TRANSMISSION	_____	_____	_____	_____
MAINTENANCE	1	_____	_____	_____
WIRE TRANSFER –				
FUNDS TRANSFER INCOMING	_____	_____	_____	_____
FUNDS TRANSFER – INCOMING TERMINAL REPETITIVE WIRE	_____	_____	_____	_____
FUNDS TRANSFER – OUTGOING	_____	_____	_____	_____
FUNDS TRANSFER - OUTGOING TERMINAL REPETITIVE WIRE	_____	_____	_____	_____
FUNDS TRANSFER MAIL ADVICE	_____	_____	_____	_____
	NO. OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
CONTROLLED DISBURSEMENT –				
MAINTENANCE	_____	_____	_____	_____
ITEMS PAID	_____	_____	_____	_____
ACCOUNT RECONCILIATION –				
SORT RECON MAINTENANCE	_____	_____	_____	_____
TRANSMISSION FEE	_____	_____	_____	_____
SORT RECON ITEMS	_____	_____	_____	_____

DEPOSIT RECON ITEMS	_____	_____	_____	_____
POSITIVE PAY (CND FUNDS) (APPROX ITEMS)	_____	_____	_____	_____
FAX FEES FOR POSITIVE CHECKS ON CD ROM	_____	_____	_____	_____
CD ROM SAFEKEEPING	1	_____	_____	_____
ONLINE INFORMATION SERVICES –				
INTERNAL TFSFRS ITEMS	_____	_____	_____	_____
INTRADAY ACCOUNTS	_____	_____	_____	_____
INTRADAY ITEMS	_____	_____	_____	_____
	_____	_____	_____	_____
PREV DAY ITEMS	_____	_____	_____	_____
CHECK MGR MAINT.	_____	_____	_____	_____
SAFEKEEPING & SECURITY CLEARING –				
ACCOUNT MTN	_____	_____	_____	_____
RECEIPTS HELD	_____	_____	_____	_____
MISCELLANEOUS:				
INTEREST EXPENSE ON TRUST/REGISTRY ACCTS	_____	_____	_____	_____
Other services:				
<hr/>				
TOTALS	_____	_____	_____	_____

Bank must complete the below information to validate the bid for Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing the County with a resolution from the Board of Directors of the submitting bank authorizing or empowering the undersigned to execute this contract; that this Bank has not prepared this bid in collusion with any other bidder; and that the contents of this bid as to fees, interest rates, terms, or conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid.

Name and address of Bidder:

All unsigned Bids will be disqualified

Signature: _____

Name: _____

Title: _____