

Solicitation 2014-206

County Depository

Bid designation: Public

Collin County

Bid 2014-206 County Depository

Bid Number **2014-206**
 Bid Title **County Depository**

Bid Start Date **In Held**
 Bid End Date **May 1, 2014 2:00:00 PM CDT**
 Question & Answer End Date **Apr 24, 2014 5:00:00 PM CDT**

Bid Contact **Sara Hoglund CPPB
 Assistant Purchasing Agent
 Purchasing Department
 972-548-4104
 shoglund@co.collin.tx.us**

Contract Duration **4 years**
 Contract Renewal **Not Applicable**
 Prices Good for **30 days**

Standard Disclaimer *****Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*****
Mailing Address:
Collin County Purchasing
2300 Bloomdale Rd., Ste 3160
McKinney, TX 75071
Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.
All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Item Response Form

Item **2014-206--01-01 - See item 6.9 Cost Proposal**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **Collin County**
Collin County- See P.O.
 See P.O. for Delivery Location
 2300 Bloomdale Rd.
 Ste. 3160
 McKinney TX 75071
Qty 1

Description

See item 6.9 Cost Proposal. Upload documents as stated in this section.



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB),

Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering

substitutions, Bidder/Quoter/Offëror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception (s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

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

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost

to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she 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/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions

and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, bankers' professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all policies.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government.

- 4.1.1 Bank Background – 25%
- 4.1.2 Bank Services – 25%
- 4.1.3 References – 10%
- 4.1.4 Cost (includes interest rates and fees) – 40%

5.0 SPECIAL CONDITIONS AND SPECIFICATIONS

5.1 General Information

Collin County, Texas is soliciting proposals for banking services from all banks with home offices or branch facilities within the boundaries of Collin County that are desiring to be designated the Depository for County funds. The Depository law is covered by the Local Government Code (L.G.C.), Title 4, Chapter 116, et. sequences, Title 4, Chapter 117, et. sequences, and Title 10, Chapter 2256, et sequences. The applicant(s) selected as a Depository may also be the Depository for Trust Funds of the County and District Clerks as governed by L.G.C., Chapter 117, as well as Depository for all district, county, and precinct officials as provided by L.G.C., Chapters 113 and 116.

Proposals are to be filed with the County Purchasing Agent not later than 2:00 P.M., Thursday, May 1, 2014 at the following location.

Collin County Purchasing Office
2300 Bloomdale
Suite 3160
McKinney, TX 75071

This Request for Proposal (RFP) covers general banking services, safekeeping services, merchant credit card services and purchasing cards.

The County reserves the right to select more than one depository. The County reserves the right to reject any or all proposals and the right to request additional information and/or clarification of items submitted in the proposal.

This RFP does not include any investment management services.

The County encourages all eligible and qualified bank representatives to examine this RFP carefully. Qualified banks are requested to submit proposals to provide banking services as defined in this RFP. The County expects the selected bank to be a leader and an innovator in the development and execution of financial products and services, and

expects these services to be of the highest quality. Refer to L.G.C. Chapter 116, et. sequences, for the definition of a bank as a qualified depository.

5.2 MINIMUM QUALIFICATIONS

This section lists the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Specific responses to each requirement must be provided in the accompanying response forms. For a proposal to this RFP to be considered and evaluated a bank must:

- ◆ Be insured by the Federal Deposit Insurance Corporation (FDIC).
- ◆ Be eligible to be a depository of County funds pursuant to State of Texas Local Government Chapter 116 – Depositories for County Public Funds, et. seq., as amended with a full service branch in or near McKinney, Texas. All responding banks must complete Exhibit A.
- ◆ Be an on-line cash and securities member of the Federal Reserve.
- ◆ Be able to provide 105% collateralization of all County deposits with obligations or letters of credit of the United States or its agencies or instrumentalities. (See exhibit A).
- ◆ Have the capacity of providing all “Required Services” internally. The County prefers that the responding bank provide services without the use of joint ventures, consortiums or contract service providers because of control issues. The County will determine the acceptability of any arrangements with the objective of the RFP being the “total solution.”
- ◆ Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker's professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

5.3 Terms of Contract

Terms of the contract commence upon award. The contract is for the period from award date until May 30, 2018. After the initial period of two (2) years, May 30, 2016, the County may negotiate new interest rates and financial terms. The contract may be renewed for an additional two (2) year term, through May 30, 2020 and at time the County may negotiate new interest rates and financial terms for the renewal term. The County may choose to terminate the contract if the parties cannot agree upon new interest rates and financial terms after the first two (2) year period upon thirty (30) days notice.

5.4 Proprietary Information

If a Bank desires that information in the proposal not be disclosed, the Bank is required to identify all proprietary information in the proposal at the same time it submits the proposal. If a Bank fails to identify proprietary information, the Bank agrees by the submission of its proposal that those sections shall be deemed non-proprietary and made available under the Open Records Act.

5.5 Other Proposal Requirements

Each proposal is to state the amount of paid-up capital stock and permanent surplus of the bank making the proposal, and there is to be furnished with the proposal a statement showing the financial condition of the bank at the date of the proposal.

Each proposal is to be accompanied by a Certified Check for \$1,220,058.43 payable to Collin County, conditioned that if the bank is accepted as a depository, it will file within the time prescribed by law, a pledge contract in the form and in the amount and manner required by law, accompanied by securities acceptable to Collin County. Such initial pledge contract will not exceed \$35,000,000.00, as the County will elect to exercise other legally provided statutory investment options. The County does not anticipate having more than \$150,000,000 on deposit at any one time during the contract period. However, during peak collection periods, this contract will require additional pledges as required by law. In considering the proposals, the County reserves the right to select the proposal(s) most advantageous to the County.

5.6 Required Bank Qualifications

The following requirements must be met at all times by the Bank(s) in order to maintain the depository agreement in good standing:

1. Monthly statements for all accounts must be delivered to the County Treasury, by the seventh working day following the end of the month, including total receipts, disbursements and balances in printed numbers of each account, accompanied by the canceled checks and deposit slips for the period.
2. The Statement of Account Analysis must be received by the County Auditor by the 7th working day following the close of the month, by account and include a total recap of all accounts.
3. Statement of the Bank's financial condition must be forwarded to the County Auditor on a quarterly basis.
4. Designation of one (1) Bank Officer to handle all accounts and communication.
5. The Depository(ies) is/(are) required to keep each account designated by the County separate. The accounts and funds are subject to the examination of the County Auditor at any time.
6. The County provides its employees with the benefit of direct deposit of payroll. If in the course of direct deposit transfers, should such transfer fail to occur as the result of failure by the Depository to initiate said transfer, the Depository will reimburse individual employees for all cost incurred due to overdrafts and returned check charges assessed against them directly or against their individual checking account.

5.7 Pledge Security Requirements

As required under L.G.C. Chapter 116.051, within fifteen (15) days after the selection of the Depository, the Bank(s) selected must qualify as a County Depository. Per L.G.C. Chapter 116.054, the Commissioner's Court has selected the form of securities pledge contract as the method of securing the funds of the County, with the exception that the County will not accept mortgage-backed securities. The pledge contract for securities is to be conditioned on the faithful performance of all the duties and obligations devolving by law on the Depository. The pledge contract must be approved by the Bank's Board of Directors or a designated committee in compliance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1988, and continuously made an official record of the Depository.

The selected Depository(ies) shall provide the County with a copy of the appropriate document approving the contract. Such pledge contract must total the amount of the deposits to be identified by the County, which may be up to an initial maximum of \$35,000,000.00. The amounts of the securities to be pledged shall be based on fair value as of May 1, 2010 and shall be determined by a list of identifying numbers, including type, par value, fair value, and portion of fair value pledged in Collin County's name by security. Such list shall be furnished to and approved by the County Auditor prior to the signing of the Depository contract and this list will become part of said contract.

Whenever there shall accrue to the County, or any subdivision thereof, deposits in excess of the amount of securities pledged, the Depository is to immediately make additional pledges, approved in advance by the County Auditor, in amounts sufficient to cover the increased deposits. Correspondingly, when County funds shall be reduced below the amount of securities pledged, the Depository may, with the County Auditor's approval, withdraw securities in the amount of such excess fair value. The total fair value of pledged securities must exceed the total deposits of the County and all subdivisions thereof at all times. Pledged securities will be held by the Federal Reserve or other approved third-party in the name of Collin County.

5.8 Other Bank Requirements

The Depository is to collect all checks, drafts and demands for money so deposited with it by the County and its officers. No funds or fees may be withdrawn from the County Depository except by properly drawn warrants which have been approved and signed by the appropriate authorities designated on the signature cards applicable to the situation. All accounts and signature cards must be approved by the County Auditor. All accounts must bear the Collin County Employer Identification Number (EIN) 75-6000873. The Depository hereby warrants that such other funds deposited by officials of Collin County will be secured as designated in the Depository Contract for County Funds and Trust Funds.

5.9 Investments & Demand Deposits

The Commissioners' Court shall determine and designate through the investment officer, from time to time, the character and the amount of County Funds which will be deposited by it in the Depository that shall be "demand deposits", and similarly the character and amount of funds which shall be "time deposits." The County may contract with the Depository or other approved agency in regard to the payment of interest on investments at such a rate or rates as may be lawfully contracted and/or indicated on the proposal of the Depository(s) selected. The term "demand deposits" and "time deposits" as used herein shall mean the same as set out in L.G.C., Chapter 116. The County does not anticipate certificates of deposit will be the primary method of investing. We do anticipate the capability to sweep the primary demand accounts on a daily, weekend, and holiday basis to invest in fully collateralized repurchase agreements. Collin County reserves the right to invest in any of the instruments listed in V.T.G.C., Title 10, Section 2256.001 through 2256.016 and L.G.C. Chapter 116.112 or any other investment instrument authorized by law, either through the designated Depository, through legally authorized dealers or brokers and/or directly with authorized agencies, including but not limited to TEXPOOL and TexSTAR investment pools authorized by V.T.G.C. Title 10, Section 2256.016 through 2256.019.

As of January 1, 2014, Collin County had total deposits and investments (unaudited) of approximately \$394,980,087. We currently maintain 55 demand accounts, of which 43 are interest bearing, and multiple trust accounts which are court ordered to be interest bearing accounts, all of which are invested in certificates of deposit at various banks. Collin County reserves the right to open and maintain any number of accounts as may be needed during the contract period.

5.10 Designating Depository(ies)

As soon as the contract(s) for pledged securities is given to and approved by the Commissioners' Court, an order will be entered upon the minutes of the Court by the County designating the successful applicant(s) as Depository(ies) for the funds of the County until ninety (90) days after the time fixed for the next selection of Depository. Thereupon, the County and County Officials will place with said Depository(ies) within ninety (90) days all the funds belonging to the County, except as noted below, as well as all the funds belonging to any District not selecting its own Depository, and immediately upon receipt of any money thereafter will deposit it with the Depository(ies) to the credit of the County or District. The Assessor/Collector of Taxes will immediately deposit with the Depository(ies) designated by Commissioners' Court all taxes and other monies collected by that office. The County and District Clerks will deposit into the Depository(ies) all funds and fees collected for County and State Officials, except Trust Funds otherwise provided for.

Upon the qualifying of the Depository(ies), all securities pledged to the County are to be delivered to the Federal Reserve or other approved third party in the name of Collin County. The County Auditor prescribes appropriate records for the maintaining of the

securities. The pledge of securities contract of the Depository(ies) is/are to cover all County, subdivisions of the County and Trust funds deposited.

5.11 More Than One Depository May Be Selected

Should more than one Depository be selected, L.G.C., Chapter 116.115 will apply and the Commissioners' Court shall designate one of the depositories to act as a clearinghouse for all the others.

5.12 Return of Certified Checks

When the selection of a Depository has been made, the certified check(s) of the applicant(s) whose proposal(s) is(are) accepted will be returned at the time the bank(s) selected as Depository(s) enter into and file(s) the pledge contract required and said pledge contract has been approved by the Commissioners' Court and tendered securities have been accepted by the County. The checks of applicants not selected will be immediately returned.

5.13 Investment Services Required:

The County requests that the primary Depository act as a clearing and safekeeping agent for securities purchased and held by the County. The types of securities purchased are defined in the investment policy adopted annually by Commissioners' Court in compliance with Title 10, Chapter 2256, et sequences. Vernon's Texas Code Annotated. A copy of the current investment policy is provided as Exhibit A. All security purchases are on a delivery versus payment basis. Investment settlement information will be provided by fax on date of purchase outlining the investment, settlement date, entity making the purchase, and account number to provide funding. Confirmation of settlement and notification of any settlement problems should be made to the County Auditor immediately. Written confirmation in the form of a safekeeping receipt is required within three working days of settlement. Interest payments due on securities in the portfolio must be posted on the due date along with the written credit advice provided within three working days. The County should be notified of any securities in its portfolio called prior to maturity. The Depository must provide a monthly portfolio report listing all securities held in safekeeping. The report must include the purchase cost, fair value percentage and extended fair value as of the monthly closing date. The County is also interested in establishing procedures for sweeping the primary demand accounts nightly, on weekends, and on holidays.

5.14 Miscellaneous Items:

Please provide a check clearing availability schedule, and report samples such as account analysis statement, an account reconciliation statement, a bank statement, a collateral report, a security safekeeping portfolio report, safekeeping receipt, wire transfer advice, ACH notification of change/return item advice, etc. Also, please provide copies of all

service agreements the County would be expected to execute in addition to the depository contract.

5.15 Exceptions:

Please identify and list individually all exceptions to the specifications and the contract.

6.0 PROPOSAL FORMAT

The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8-1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS (If providing hard copy). Please submit one (1) original and four (4) copies and include an electronic copy of your proposal in your response.

6.1 General

The Depository(ies) will be designated according to the best interest of the County as determined by the Commissioners' Court. **All proposals are to be plainly marked on the outside: "Proposal for County Depository", and signed, sealed, and delivered to the County Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071 no later than 2:00 P.M. Thursday, May 1, 2014, together with the Certified Check required by the forgoing specifications.**

Required Sections:

1. Cover letter.
2. Table of Contents
3. Firm background, principle officers, and statement of staff experience.
4. Scope of required services.
5. Proposed schedule of implementation.
6. References.
7. Additional data and other information.
8. Concluding remarks.
9. Cost proposal for each type of service
10. Attachments.

6.2 Cover Letter:

This section should include the name of the applicant bank, the address of the local offices or branch, and the contact individuals authorized to answer technical, pricing, and/or contract questions together with their telephone numbers and mailing address. The cover letter must also be signed by a person or persons authorized to bind the applicant.

6.3 Table of Contents:

The contents shall include an index of the proposal contents and attachments.

Bank Background, Principal Officers, and Statement of Staff Experience:

This section should state the full name and principal address of your firm. Indicate whether you operate independently as a bank or as a holding company affiliate. Include the state in which you are incorporated to operate and the date of incorporation.

Describe the organization of the staff team that will service the contract. Provide a list of the officers of the staff team, including name, title, and length of service with the bank. Remaining staff should be identified by name and title, additional qualifications and experience on similar projects may be included.

Finally, this section should describe the range of corporate services preformed by the office.

6.4 Scope of Required Service

1. Bank Services – Clearly describe the scope of the required services to be provided as listed in Section IV. Include a discussion of your Bank's approach to be used for compliance with the Request for Proposal.
2. Safekeeping Services – The County currently utilizes the Depository Bank for its safekeeping services. The County wishes to contract for services that provide the maximum amount of safety for physical securities, while utilizing innovative methods to optimize cash flow from investment securities. Please see Section V for services required.

6.5 Proposed Schedule of Implementation

Comment on the bank's ability to meet a ninety (90) day implementation date and present a schedule of when information is provided by the County should be available. Provide any recommended changes to the schedule that you think are required to enhance the timeliness and quality of the relationship.

6.6 References

Indicate the Bank's background in providing these services to governmental organizations. Provide a list of client references of comparable size using the Bank's services, including client name, contact person, and phone number.

6.7 Additional Data

Since data not specifically requested must not be included in the proposal sections, give any additional information considered essential to the proposal in this section. Alternative proposals which you feel may benefit the County may also be advanced. If there is no additional information to present, please indicate.

6.8 Concluding Remarks

This section shall contain any final remarks or elaboration the applicant believes is important to gain a clear understanding of the proposed services and/or the proposer's capabilities.

6.9 Cost Proposal:

Collin County contemplates that banking services may be paid either by compensating balances or by direct fee or by a combination of both on a monthly basis for services rendered.

The compensation proposal must be documented by completing Attachment A - Cost Proposal Form and submitting it to the County with the Request for Proposal. It is intended that the Cost Proposal Form include all of the unit prices for services requested. All Volumes indicated are estimates. The contract award will not necessarily be awarded to the bank that provides the lowest cost proposal, but rather to the bank that submits the most responsive proposal meeting the County's requirements. Failure to complete the "Cost Proposal form" shall disqualify the total proposal.

The applicant should include as a part of the total price the cost of any other services not itemized on the "Cost Proposal Form" which the bank feels must be included. The bank may also include the billing rate for special projects that may be entered into during the contract period, but are not a part of the total cost proposal. Volume discount prices may be indicated where appropriate. Also, please note at this time, that while average daily balances are being released on the "Cost Proposal Form", they may not be indicative of future balances due to various economic fluctuations and investment strategies.

The County expects to earn interest on all accounts, unless specifically excluded from earning interest by the County; the County also expects to generate an earnings credit on all accounts taken in the aggregate, with the cost of bank services charged against the earnings credit. Both rates must be tied to the 4-week average 90-day Treasury Bill rate for variable rate bills. An offeror may provide both a fixed and a variable rate for consideration.

In addition, certain accounts maintained for elected officials must not be billed for service charges. Any such charges will be rolled into the "Pooled Cash" account and offset against the total account earnings credit for all accounts.

DEPOSITORY AND BANKING SERVICES

Description of Services	<u>12-month total</u>	<u>Price Per Unit</u>	<u>Extended Cost</u>
Wire Transfers:			
Incoming Wires	669		
Outgoing Wires	10,092		
Deposits:			
Items Deposited	16,325		
Checks:			
Posted/Cleared	78,054		
Stop Payments Issued	51		
ACH Batches	445		
ACH Items	55,820		
Chargeback Re-clear	33		
Chargeback Items	604		

Average Daily Balance*: \$148,581,012

Jan – Mar 2013	\$143,932,743
Apr – Jun 2013	\$149,106,287
Jul – Sep 2013	\$148,639,280
Oct – Dec 2013	\$152,645,738

*Average daily balances shown for the 12-month period are not necessarily indicative of future balances.

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Respond to the following items with Yes or No in the column provided. Note any exceptions on a separate page identified by the number of the item.	Response
<u>Minimum Qualifications</u>	
1. Offeror is insured by the Federal Deposit Insurance Corporation (FDIC).	
2. Offeror is eligible to be a depository of County funds pursuant to State of Texas Local Government Chapter 116 – Depositories for County Public Funds, et. seq., as amended with a full service branch in or near McKinney, Texas.	
3. Offeror is an on-line cash and securities member of the Federal Reserve.	
4. Offeror has the ability to provide 105% collateralization of all County deposits with obligations or letters of credit of the United States or its agencies or instrumentalities. (See Exhibit A).	
5. Offeror has the capacity of providing all “Required Services” internally. The County prefers the responding bank provide services without the use of joint ventures, consortiums or contract service providers because of control issues. The County will determine the acceptability of any arrangements with the objective of the RFP being the “total solution.”	
6. Offeror will maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker’s professional liability in the amount of \$2,000,000 per occurrence/annual aggregate, and valuable paper coverage.	
7. Offeror has included a certified check in the amount of \$1,220,058.43 included	
Respond to the following items with Yes or No in the column provided. Note any exceptions on a separate page identified by the number in the left hand column.	Response
<u>Required Bank Qualifications</u>	
8. Offeror agrees to provide a hardcopy of all monthly statements for all accounts to the County Treasury by the seventh working day following the end of the month, including total receipts, disbursements and balances in printed numbers of each account, accompanied by the canceled checks and deposit slips for the period. The canceled checks, deposits and other debits and credits may be provided as an image with front and back shown. This is in addition to any online access.	
9. Offeror agrees to provide a hardcopy of the Statement of Account Analysis to the Auditor’s Office by the 7th working day following the close of the month, by account and include a total recap of all accounts. This is in addition to any online access.	
10. Offeror agrees to forward a statement of the Bank’s financial condition to the County Auditor of Collin County on a quarterly basis.	
11. Offeror agrees to designate one (1) Bank Officer to handle all accounts and communication.	
12. Offeror agrees to keep each account designated by the County separate. The accounts and funds are subject to the examination of the County Auditor at any time.	

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13. The County provides its employees with the benefit of direct deposit of payroll. If in the course of direct deposit transfers, should such transfer fail to occur as the result of failure by the Depository to initiate said transfer, the Depository will reimburse individual employees for all cost incurred due to overdrafts and returned check charges assessed against them directly or against their individual checking account.	
Respond to the following items as requested.	Response
<u>Bank Services - Cost Proposal</u>	
14. Does Offeror offer interest bearing commercial demand accounts?	
A. Fixed Interest Rate	
B. Variable Interest Rate	
C. Minimum Investment Amount	
D. Basis for determining variable interest rate	
E. Applicable service charges for each interest bearing demand account	
15. Does Offeror offer non-interest bearing commercial demand accounts?	
A. Applicable service charges for each non-interest bearing demand account	
16. Is Offeror offering to offset costs with an earnings credit?	
A. If yes, what is the current or proposed earnings credit rate?	
B. If yes, is the rate calculated on the net after or before the required Federal Reserve reserve amount?	
C. Is there a required minimum aggregate balance to earn the credit?	
D. If yes, what is the required minimum aggregate account balance?	
E. If there is a required minimum amount, does that amount earn interest?	
F. The County may at times have large balances to be deposited. This is particularly true during property tax collections primarily from November 15 to February 15. When this occurs, the county may have balances in its accounts in excess of \$100 million for short periods of time. Will you charge the County any cost for excess deposits over a predetermined maximum?	
1. If yes, what is the amount of the charge?	
2. If yes, what is the limit before you will begin charging this additional charge for our account balances?	
3. If yes, what is the limit amount?	
17. Banking Services Required:	
A. Can Offeror provide a current interest rate for Time Deposits (i.e., Certificates of Deposit)? County understands that this rate will change with time and does not hold the Offeror to this specific rate - this is for comparison only.	
1. 6 months	
2. 12 months	
3. 18 months	
4. 24 months	
B. Are overdrafts permitted if there are sufficient balances in the aggregate for all other county accounts?	

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1. Is there a charge if an overdraft occurs on an account?	
2. What is the cost for each overdraft? (note all costs)	
3. If there is a charge, is the cost covered under the earnings credit?	
C. Are encoded deposit slips included in your bid?	
1. If yes, is there a charge for encoded deposit slips?	
2. If yes, how much is that charge (cost should be quoted per 100 slips)?	
3. Does the Offeror expect the cost of deposit slips to be charged against the earnings credit?	
4. County estimates the total number of encoded deposits required to be approximate 9,000 per year. If Offeror is providing an allowance for bank supplies, is there sufficient amounts in the allowance to cover the estimated cost for this item and other items to be paid by the allowance?	
5. If no, please provide the cost for encoded deposit slips per 100 slips when we exceed the allowance?	
D. Is there a service charge on each account?	
1. Is this charge in addition to any account maintenance on each account?	
2. What is the service charge for each account?	
3. Is there a set up fee per account to open the account?	
4. If there is a service fee and an account maintenance fee, how much is the maintenance fee per account?	
E. The County may need as many as five safety deposit boxes. Are these items included in the bid?	
1. If each box is a large, what is the cost for a large safety deposit box?	
2. Is there a set up fee for each box in addition to the rental cost?	
3. If the safety deposit box key is lost, what is the charge to replace it?	
4. If the key has to be replaced, what is the charge for drilling out the existing lock?	
F. Do you have branches that offer night deposit services in the following cities in Collin County:	
1. McKinney	
2. Plano	
3. Frisco	
4. Allen	
5. Farmersville	
6. Is there a charge for night deposit service?	
7. When are the deposits from the night deposit service opened?	
8. When is the credit for the deposit entered in the account ledger?	
9. Is the credit a full credit or a provisional credit?	
10. If provisional, when does it become a full credit?	
G. Do you provide cashiers checks, money orders and exchange items?	
1. If yes, what is the cost for each item:	
a. Cashiers checks	

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b. Money orders	
c. Exchange items	
2. If the items are covered under a supplies allowance, what is the cost if the supply allowance has been used up for the year?	
a. Cashiers checks	
b. Money orders	
c. Exchange items	
H. Does Offeror offer same day credit on all deposits (answer and note cut-off time):	
1. Branch Deposits	
2. Check Processing Facilities	
3. Vault	
4. Electronic Deposits	
5. How much is the charge for each deposit made?	
6. How much is the transaction charge for each item on the deposit?	
I. At the end of each month, do you provide an electronic file of all transactions?	
1. If yes, what is the monthly cost per file?	
2. What format is the file?	
3. Is there a set up cost per file?	
J. Do you offer positive pay services?	
1. If yes, what is the monthly cost per account to utilize the positive pay service?	
2. If yes, what is the cost per batch?	
3. If yes, what is the cost per item originated?	
4. What is the set up fee for the service?	
K. Do you provide ACH services for electronic entries?	
1. If yes, what is the monthly cost per account to utilize ACH service?	
2. If yes, what is the cost per batch transmitted?	
3. If yes, what is the cost per item originated?	
L. Credit card receipt processing - No response required	
M. Do you offer wire transfer capabilities?	
1. If yes, what is the set up cost for each wire template?	
2. If yes, what is the cost for incoming wire transfers per wire?	
3. If yes, what is the cost for outgoing wire transfers per wire?	
4. If yes, is there a monthly maintenance cost for maintaining the wire templates?	
N. The County uses a direct deposit account for wires received from state, federal and other agencies. Do you notify the County when a wire is received?	
1. If yes, is the County notified by e-mail when deposit is received?	
2. If yes, is the County notified by phone when deposit is received?	
O. Do you provide electronic access to accounts, check balances, deposit status, check status, and status of other items?	
1. If yes, is there a monthly maintenance fee for online access?	

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2. If yes, is the maintenance fee per account?	
3. What is the monthly maintenance fee?	
4. What is the maintenance fee to use electronic access?	
5. Is there a cost to set up the access?	
6. Is the cost a one-time or recurring expense (monthly, annually, etc.)?	
P. Do you provide electronic capabilities to issue stop payment?	
1. If yes, is there a charge to issue a stop payment?	
2. If yes, what is the charge to issue a stop payment?	
2. Is there a maintenance fee for that capability?	
3. If yes, what is the maintenance fee in addition to the stop payment fee?	
4. Is there a set up fee for the County to be able to issue the stop payment?	
5. What is the cost for a chargeback re-clear?	
6. What is the cost for each chargeback item?	
Q. Is interest credited monthly?	
R. Do deposit items on checks issued within the Dallas Federal Reserve System get credited within one day of deposit?	
1. If only certain ABA codes within the Dallas Federal Reserve System get credit within one day, please list those codes in the response box.	
S. If there is a discrepancy between the deposit slip and the teller count, are those discrepancies cleared the same day?	
1. If yes, is the County notified by e-mail when discrepancy is discovered?	
2. If yes, is the County notified by phone when discrepancy is discovered?	
3. If the county is not notified by e-mail or phone, when is the county notified and how?	
T. If there is a returned check, is it re-presented for payment?	
1. If re-presented, is the County notified of the return check and the re-presentation?	
2. How is the County notified of the re-presentation?	
3. If the check is returned a second time, how is the County notified?	
4. What is the charge for the returned check, if it does not clear after re-presentation?	
5. If there is a charge, it is covered by the earnings credit?	
U. Is the statement date the last day of the month?	
1. How soon is the statement available on-line?	
2. Will the statement be delivered to the County by the 7th working day of the next month?	
3. Will the statement include the original of all items recorded on the statement?	
4. Will the statement include images of all items recorded on the statement?	
5. Will the deposits be shown on the statement in date order?	
6. Will the checks cleared be shown on the statement in numerical order?	
7. Will the miscellaneous items be shown in date order on the statement?	

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8. If the checks and miscellaneous items are returned with statement, will they be returned in numerical order?	
V. Will the statement of account analysis be provided within 10 working days of month end?	
1. Will the account analysis cover each of the County's accounts?	
2. Will the account analysis include all of the account activity for the period?	
3. Will the account analysis show the number of the various types of transactions that affected each account during the period?	
4. Will the account analysis include the assignment of costs for each transaction type and a total for that transaction type?	
5. Will all of the activity be grouped in order to compare against the earnings credit and any compensating balance requirements?	
6. Do you acknowledge that any cost shown on the account analysis statement that is not specifically listed on this cost proposal will not be considered valid under this contract?	
7. Do you agree that any cost not covered by this contract will not be charged until an addendum to the contract is prepared and signed by both parties?	
W. Will any new accounts that need to be opened have with the same conditions as accounts opened with the initial effort?	
X. Is the bank an authorized depository for Federal PR withholding?	
Y. Do you acknowledge that the County is not seeking portfolio management?	
Z. For checks processed, is there a cost for each check posted/cleared?	
1. If yes, what is the cost for each check posted/cleared?	
AA. For miscellaneous debits and credits, is there a charge for each item posted/cleared?	
1. If yes, what is the cost for each item posted/cleared?	
AB. The County utilizes Remote Capture in several departments. It is the desire of the County to not be charged for equipment related to this service. Please state if this equipment is included or if there is a separate cost.	
18. Is there any offer of special consideration or allowance to help with the transition to a new depository?	
A. If yes, what is that consideration?	
B. What is the value of that consideration, given the number of accounts noted in the first Solicitation document (35 interest bearing accounts and 21 non-interest bearing accounts)?	
19. Is there any offer of an allowance for banking supplies or services offered to defray the cost of those items?	
A. If yes, what is that offer?	
B. Are any of the following included in the offer for those?	
1. Deposit slips	
2. Endorsement stamps	
3. Deposit bags	

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4. Other supplies	
5. If deposit slips are included, what is the cost once the allowance has been exhausted?	
5. If endorsement stamps are included, what is the cost once the allowance has been exhausted?	
6. If deposit bags are included, what is the cost once the allowance has been exhausted?	
7. If there are other supplies included, what is the cost once the allowance has been exhausted?	
8. Is there an alternative to a one-time use deposit bag?	
9. What is that alternative?	
10. Is there a cost for that alternative?	
11. Is this allowance renewable each year?	
12. For each of the items 1 - 4 in this question, please provide the cost once the allowance is exhausted for the year:	
a. Deposit slips	
b. Endorsement stamps	
c. Deposit bags	
d. Other supplies	
19. Is there a charge for unrolled change in the deposit bag?	
A. If yes, what is that charge?	
20. Is there a charge for requesting rolled change?	
A. If yes, what is that charge?	
20. Is there a charge for requesting currency change?	
A. If yes, what is that charge?	

Respond to the following items as requested.	Response
<u>Investment Services Required - Safekeeping of Securities</u>	
22. Will you act as clearing and safekeeping agent for the County, if selected? A. If you will so act, is there a charge for that service? 1. If yes, service provided at cost per transaction of? 2. If yes, service provided at flat monthly fee of? 3. If yes, service provided at flat annual fee of? 4. If yes, is there an annual custody fee? 5. What is the annual custody fee? 6. Is there an activity charge per transaction? 7. If yes, what is that activity charge? 8. Is there any percentage fee charged for acting as custodian?	
23. Do you provide sweep services for primary demand accounts? A. If you will so act, is there a charge for that service? 1. If yes, service provided at cost per transaction of? 2. If yes, service provided at flat monthly fee of?	

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3. If yes, service provided at flat annual fee of? 4. Is there an activity charge per transaction? 5. If yes, what is that activity charge?	
Miscellaneous items to be provided:	Response
Provide the following with your proposal submission?	
Check clearing availability schedule	
Report samples provided:	
Account Analysis	
Account Reconciliation Statement	
Bank Statement	
Collateral Report	
Security Safekeeping Portfolio Report	
Safekeeping Receipt	
Wire Transfer Advice	
ACH notification of change	
ACH notification of returned item	
Copies of all service agreements County will execute	
Copy of depository contract	

If selected as a Depository, the undersigned will furnish the agreed to services to the extent that no law or regulation governing the bank or County is violated.

If selected as a Depository, the undersigned agrees to qualify as the County Depository within fifteen (15) days after the selection in accordance with the Local Government Code, Chapter 116.051 and to execute the appropriate contract conforming to the requirements of the Depository law.

The undersigned hereby states that the Collin County Investment Policy has been reviewed and hereby certifies and agrees to familiarize themselves with the County's investment objectives and constraints. A copy of the current Collin County Investment Policy is provided with this application form.

A CERTIFIED CHECK for \$1,220,058.43 payable to Collin County accompanies this bid and is tendered as per L.G.C., Chapter 116.023(b)(2).

Bank Name: _____

By: _____

Title: _____

Phone: _____

Collin County
Depository Bid Analysis
Cost Proposal Form for Solicitation 2014-206

E-Mail: _____

Officer authorized to receive return of certified check:

CERTIFIED CHECK RECEIPT:

Received above check for \$ _____

date: _____ by: _____

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some Yes No
dollar increment or percentage:

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.



AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	
Street Address of Principal Place of Business	
City, State, Zip	

Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal Identification Number	
Date	
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission)	

COLLIN COUNTY
Investment Policy
Fiscal Year 2014

I. Investment Authority and Scope of Policy

Introduction

This policy serves to satisfy the statutory requirements of Texas Local Government Code (LGC) Section 116.112 **Investment of Funds**, and Government Code (GC) Chapter 2256 **Public Funds Investment** to define and adopt a formal investment policy. This policy will be reviewed and adopted by order annually according to GC Section 2256.005(e).

Scope

This policy applies to all financial assets of all funds of the County of Collin, Texas, the Collin County Housing Finance Corporation, and the Collin County Health Care Foundation, unless expressly prohibited by law. Idle funds required to be kept in a non-interest bearing account by agreement with Commissioners Court are not subject to investment.

This policy establishes guidelines for: 1) who can invest County funds, 2) how County funds will be invested, and 3) when and how periodic reviews of investments will be made. In addition to the requirements of this policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable state and federal law.

All investments made with County funds that become unacceptable under GC Chapter 2256 guidelines shall be held or liquidated as determined by the Investment Committee to be in the best interest of the financial well-being of the County. According to GC Section 2256.017, an entity is not required to liquidate investments that were authorized investments at the time of purchase.

Investment Strategies

As permitted by GC Chapter 2256, the County has established three pooled investment fund groups: 1) the Operating Fund Pooled Fund Group, 2) the Non-Operating Pooled Fund Group and 3) the Capital Project Fund Group. In accordance with the Public Funds Investment Act, GC Section 2256.005(d)(1-6), a separate written investment strategy has been developed for each of the pooled fund groups under Collin County's control. Each investment strategy describes the investment objectives for the particular fund or groups of funds using the following priorities of importance:

1. Understanding of the suitability of the investment to the financial requirements of the entity
2. Preservation and safety of principal
3. Liquidity
4. Marketability of the investment if the need arises to liquidate the investment before maturity
5. Diversification of the investment portfolio
6. Yield

II. Investment Objectives

General Statement

Funds of the County will be invested in accordance with federal and state law and this investment policy. The County will invest according to investment strategies for each pooled fund group as they are adopted by order of the Commissioners Court in accordance with GC Section 2256.005(d)(1-6).

Safety of Principal and Maintenance of Adequate Liquidity

GC Section 2256.005(b)(2)

Collin County is concerned about the return of its principal. Therefore, safety of principal is the primary objective in any investment transaction.

The County's investment portfolio is structured in conformance with an asset/liability management plan which provides liquidity necessary to pay obligations as they become due.

Diversification

GC Section 2256.005(b)(3)

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

Yield

GC Section 2256.005(b)(3)

It is the County's goal to earn the maximum rate of return allowed on its investments within the policy imposed by safety and liquidity objectives, investment strategies for each pooled fund group, and state and federal law governing investment of public funds.

Maturity

GC Section 2256.005(b)(3)

Portfolio maturities will be structured primarily to meet the obligations of the County, and subsequently to achieve the highest return of interest. When the County has funds that exceed current year obligations, maturity restraints will be imposed based upon the investment strategy for the long-term pooled fund group. The maximum allowable stated maturity of any individual investment owned by the County in the long-term pooled fund group is five years unless an exception is approved by Commissioners Court.

County Investment Officer's Responsibility and Controls

In accordance with GC Section 2256.005, the Commissioners Court shall designate, by resolution, the County Auditor and Budget Director as investment officers to be jointly responsible for the investment of its funds as defined in this investment policy.

The County Auditor shall deposit, withdraw or transfer funds in/out of an investment pool, money market mutual fund, or depository institution to meet the daily operational needs of the County. These transactions shall have approval of the County Judge, County Auditor, and County Budget Director. The governing body of the County retains ultimate responsibility as fiduciary of the assets of the County according to GC Section 2256.005(f).

Investment Committee

The Investment Officers, together with two members of Commissioners Court, shall be members of the Investment Committee. The Investment Committee shall review the investment portfolio's status and performance, advise appropriate portfolio adjustments, monitor compliance with the Investment Policy and Investment Strategy Statement, and perform other duties as necessary.

Training Requirements

The Investment Officers and members of the Investment Committee shall attend at least 10 hours of instruction relating to their responsibilities within 12 months after taking office or assuming duties; and there after shall attend at least 10 hours of instruction relating to their investment responsibilities not less than once in each two-year period that begins on the first day of the County's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities from an independent source approved by the Commissioners Court. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with GC Section 2256.008(c), and must be from independent services approved by the Commissioners Court.

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

III. Investment Policies

Authorized Investments

The Collin County Investment Officers shall use any or all of the following authorized investment instruments consistent with governing law under GC Section 2256.009(a) and the County's investment objectives:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities
2. Direct obligations of this state or its agencies and instrumentalities
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent
6. Bonds issued, assumed, or guaranteed by the State of Israel
7. Certificates of deposit issued by a state or national bank, a savings and loan association domiciled in this state, or a state or federal credit union domiciled in this state and is:
 - a. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor
 - b. Secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by section 2256.009(b)
 - c. Secured in any other manner and amount provided by law for deposits of the investing entity
 - d. Solicited by bid orally, in writing, electronically, or any combination of methods outlined under GC Section 2256.005(c)(1-4)
8. Money market mutual funds registered with and regulated by the Securities and Exchange Commission and fully conforming with GC Sections 2256.014 and 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.
9. Investment pools, as discussed in the Public Funds Investment Act, GC Section 2256.016-2256.019, are eligible if the Commissioners Court, by order, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by GC 2256.016. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with GC 2256.016 and the investment policies and objectives adopted by the investment pool. The County, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

The County expressly allows money market mutual funds and eligible investment pools authorized by the Commissioners Court to invest to the full extent permissible within the Public Funds Investment Act.

Prohibited

As outlined under GC Section 2256.009, the Collin County Investment Officers have no authority to use any of the following investment instruments, which are strictly prohibited:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
4. The interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

5. Repurchase agreements even though they are allowable within limits by GC 2256.011(a)(1-4).

IV. Investment Responsibility and Control

Investment Advisors and Providers

The Collin County Investment Officers shall invest County funds consistent with federal and state law, the County's Investment Policy, and the current depository bank contract with any or all of the following institutions or groups:

1. Depository bank.
2. Other state bank, national bank, savings and loan association, or a state or federal credit union domiciled in Texas insured in full by either Federal Savings and Loan Insurance Corporation or Federal Deposit Insurance Corporation.
3. Public Funds Investment Act Pools passage of a resolution by the Commissioners Court as well as the required Interlocal agreement.
4. Government securities brokers and dealers approved by Commissioners Court (See Attachment B–Approved list of Agreement in Principal Candidates).
5. Money Market mutual funds reviewed and recommended by the Investment Committee and approved by the Commissioners Court.

Qualifications of Approval of Brokers/Dealers

Investment advisors and investment providers shall adhere to the spirit, philosophy and specific terms of this policy and shall invest within the same "Standard of Care" whereby the primary objective is the preservation and safety of principal.

In accordance with GC Section 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment, including investment pools and money market mutual funds. The registered principal of the business organization seeking to sell an authorized investment to the County shall execute a written instrument substantially to the effect that the registered principal has:

1. Received, reviewed, and agreed to adhere to the investment policy of the County.
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's investment policy.
3. Provided audited financial statements.
4. Provided proof of National Association of Securities Dealers (NASD) Certification.
5. Provided proof of state registration.
6. Completed Broker/Dealer Request for Information (Attachment C).

Selected Investment Advisors and Investment Providers shall provide timely transaction confirmations and monthly activity reports.

The investment officers may not buy any securities from a person who has not delivered to the County an instrument substantially in the form provided above according to GC Section 2256 (See Attachment A).

Approval Process of Broker/Dealer

Upon meeting the requirements established under GC Section 2256.005(k), which includes the execution of a written instrument as described above, any person offering to engage in an investment transaction with the County may present a written request to the Investment Committee. The Investment Committee shall review the request and if appropriate present the request to Commissioner's Court for approval.

As specified under GC Section 2256.025, the designated Investment Committee shall present annually a list of qualified investment brokers/Dealers to the Commissioners Court for review, revisions, and approval. Once the list of qualified brokers/dealers has been adopted, only those named brokers/dealers shall be approved and qualified to engage in investment transactions with the County.

Standards of Operation

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

Delivery vs. Payment

GC Section 2256.005(b)(4)(E)

It is the policy of the County that all investments except investment pool funds shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received the securities purchased through the Federal Reserve wire.

When competitive offers are sought, the County will send a Request for Offer form to at least three approved and qualified broker/dealers. If a specific maturity date is required, offers will be requested for instruments which meet those purposes. The County will accept the offer, which, in its sole discretion, is determined to best provide the highest rate of return within the maturity required. Offers will not be accepted which do not meet the specified criteria in the request for offer or where the deadline specified on the offer sheet is not met.

For those situations where market conditions may dictate a change in the offer process noted above, the County may accumulate at least three unsolicited offers of investments for consideration to purchase. The investments considered must be comparable in structure, term, maturity, and rate. Furthermore, the offers accumulated must be no older than 5 business days prior to the date of purchase notification.

Offers may be solicited in any manner provided by law, including e-mail. All offers must be from broker/dealers previously approved and qualified by Commissioners Court. All offers received and considered which lead to an acceptance of the offer must be documented and filed for auditing purposes.

Audit Controls

The Investment Officers shall prepare investment processes and forms to establish accounting and audit controls. The Commissioners Court will have an annual financial audit of all county funds by an independent auditing firm, as well as an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with GC Section 2256.005(m).

Standard of Care

In accordance with GC Section 2256.006, investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of a 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. Understanding of the suitability of the investment to the financial requirements of the entity
2. Preservation and safety of principal
3. Liquidity
4. Marketability of the investment if the need arises to liquidate the investment before maturity
5. Diversification of the investment portfolio
6. Yield

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

- The investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- Whether the investment decision was consistent with this written investment policy of the County.

V. Investment Reporting and Performance Evaluation

Reporting

In accordance with GC Section 2256.023, not less than quarterly, the Investment Officers shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period, within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the County on the date of the report.
2. Be prepared jointly by all Investment Officers.
3. Be signed by each Investment Officer.
4. Contain a summary statement of each pooled fund group that states:
 - a. Beginning market value for the reporting period.
 - b. Ending market value for the period.
 - c. Fully accrued interest for the period.

5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested.
6. State the maturity date of each separately invested asset that has a maturity date.
7. State the account, fund or pooled group fund in the state agency or local government for which each individual investment was acquired.
8. State that compliance of the investment portfolio of the County complies with:
 - a. The County's investment policy;
 - b. Relevant provisions of GC Chapter 2256; and
 - c. Changes in ratings by Standard & Poor's or Moody's of investments owned at the end of the reported quarter (GC Section 2256.005b).
9. The County shall seek a third party independent pricing source to determine the value of the County's investment portfolio.

Notification of Investment Changes

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

VI. Investment Collateral and Safekeeping

Collateral or Insurance

The Investment Officers shall ensure that all County funds are fully collateralized, or insured, in a manner consistent with this investment policy and with federal and state law; and that current bank depository contracts hold one or more of the following:

1. FDIC insurance coverage.
2. Obligations of the United States or its agencies and instrumentalities.
3. Allowance under GC Chapter 2257 *Collateral for Public Funds*.

Safekeeping

All purchased securities, as well as pledged securities by the depository bank, shall be held in a safekeeping account subject to the control and custody of the County, specifically a third party financial institution with the Federal Reserve Bank or the Federal Home Loan Bank of Dallas.

All certificates of deposit purchased outside the depository bank shall be held in safekeeping, by the issuer, in a County account; and all investments must be fully collateralized at 102 percent of face value.

VII. Investment Strategy by Pooled Fund Group

Operating Pooled Fund Group

The objective of the Operating Pooled Fund Group is to maximize earnings on short term (less than one year) idle cash while preserving the safety of the principal invested. Liquidity must be maintained to

ensure adequate access to meet operating requirements. Investments of this Pooled Fund Group shall not exceed a maturity of greater than one (1) year and must maintain a weighted average maturity of not more than 90 days. This Group shall invest in the types of investments authorized under this Investment Policy to maximize earnings with emphasis on liquidity. Any County fund may participate in the Short-Term Pooled Fund Group.

Non-Operating Pooled Fund Group

The objective of the Non-Operating Pooled Fund Group is to maximize earnings on idle cash not needed for operating activities of the current fiscal year, while maintaining the safety of the principal invested. The maturity of any investment by the Long-Term Pooled Fund Group may not exceed five years. Investment transactions will be conducted in a manner to ensure a laddering of maturities to assure liquidity. This Group shall invest in the types of investments authorized under this Investment Policy to maximize earnings with emphasis on safety of principal. Only County funds with idle cash not required for the current annual budget may participate in this fund group.

Capital Project Fund Group

The objective of the Capital Project Fund Group is to maximize earnings on idle cash that is not needed in the short term to meet obligations to fund capital project fund activities while maintaining the safety of the principal invested. The maturity of any investment by the Capital Project Fund Group may not exceed five years, but any investment over one year must be scrutinized to ensure that funds will not be needed to meet any capital project obligations during the term of the investment. This Group shall invest in the types of investments authorized under this Investment Policy to maximize earnings with emphasis on safety of principal and timing of liquidity. Only capital project funds which are primarily funded with debt proceeds may participate in this fund group.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>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.</p>	OFFICE USE ONLY Date Received
<p>1 Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette? Yes No

Plan Room? Yes No

Collin County Web-Site? Yes No

Facsimile or email from BidSync? Yes No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer? Yes No

Downloaded from Company Computer? Yes No

Requested a Copy from Collin County? Yes No

Other

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #2014-206 - County Depository

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.