

CITY OF ALAMO HEIGHTS  
FINANCE DEPARTMENT



REQUEST FOR PROPOSALS  
FOR  
DEPOSITORY SERVICES

SUBMITTAL DEADLINE:  
May 11, 2026 @ 2:00 P.M. CDT

# CITY OF ALAMO HEIGHTS REQUEST FOR PROPOSALS (RFP) DEPOSITORY SERVICES

The City of Alamo Heights, Texas (the City) is soliciting Requests for Proposals (RFPs) from qualified financial institutions to serve as the Banking Services Depository (the “Depository”) for the public funds of the City.

## City Contact

Kristine Horton

Phone: 210-882-1502

[khorton@alamoheightstx.gov](mailto:khorton@alamoheightstx.gov)

## Mailing/Physical Address

City of Alamo Heights

6116 Broadway

San Antonio, TX 78209

## Due to City of Alamo Heights

by 2:00 PM, Central Daylight Time (CDT) on Monday, May 11, 2026

**Questions Due to City no later than: Wednesday, April 22, 2026, 4:00 p.m. CDT**

## SECTION I – INTRODUCTION

### A. BACKGROUND

The City of Alamo Heights is a home-rule municipality that operates under a municipal charter that has been adopted or amended as authorized by Article XI, Section 5, of the Texas Constitution. The Alamo Heights City Charter was adopted in 1954 and then amended in November 2007 and May 2011. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by state law, all powers of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level city officials. The City Council executes the laws and oversees the government of the city. The City is a full service City and provides a wide variety of services to citizens and visitors in the Alamo Heights area. Services include police, community development, building inspections, code enforcement, public works (owner and operator of water system and wastewater system), and general administrative activities.

The City of Alamo Heights follows a “Council-Manager” form of government as provided by the City Charter. Alamo Heights is governed by a Mayor and five (5) Councilmembers who serve staggered two-year term.

### B. PROJECT OVERVIEW

The City of Alamo Heights, Texas (the “City”) is seeking proposals from eligible and qualified financial institutions to serve as the Banking Services Depository (the “Depository”) for the public funds of the City. This includes the basic services of receiving deposits, paying items, wiring out funds, receiving wired funds, stop payments, time deposits, and other normal business banking activities. The agreement will not cover any investment transaction activities other than safekeeping services and possible other items listed in Section VI Investment Activities. The City plans to manage its own investment portfolio per its investment policy.

The philosophy incorporated into this Request for Proposal (RFP) is to solicit competitive proposals for providing excellent customer service and banking services to the City. The City also places importance on the interest paid on daily deposits above any minimum requirements. The RFP specifications and evaluation criteria have been developed and are described herein.

This RFP is intended to serve as the Proposal Form (see Attachment A) and subsequently, the Depository Agreement. There are several blanks to fill in and questions to be answered. Any alterations, changes, or deletions to the RFP may be reason for the City to disregard and reject the proposal. Any such alterations, changes, or deletions must be clearly identified as such, with reason therefore, and alternate language proposed by bidder, if any, clearly stated and inserted in the appropriate place in the bid submission. Exceptions to the specifications will be considered only if listed in the proposal. Any terms in this RFP which are in conflict with State and Local Codes/guidelines, as amended, shall be deemed superseded by such chapter. Conflicts discovered between this RFP and state law should be noted in the proposal form. The City will disregard any exceptions that may conflict with Chapter 105 of the Local Government Code.

**Governing Statutes:**

- Chapter 105, Texas Local Government Code
- Chapter 2256, Texas Government Code, "Public Funds Investment Act" as amended
- Chapter 2257, Texas Government Code, "Public Funds Collateral Act" as amended.
- City of Alamo Heights adopted Investment Policy.
- Chapter 131, Sub-chapter Z, Sec. 131.903, Conflict of Interest, Texas Local Government Code, "Finances

Proposals must be complete, specifically addressing the requirements described in this document, and include all requested information as detailed in Section X Submission Checklist to receive full consideration by the City in the evaluation/selection process. During the evaluation/selection process, the City reserves the right to request additional information or clarification from bidders, or to allow corrections of errors or omissions.

Questions regarding this RFP should be directed to Kristine Horton, Finance Director, City of Alamo Heights, 6116 Broadway, San Antonio, Texas 78209, telephone (210) 882-1502, or by e-mail [khorton@alamoheightstx.gov](mailto:khorton@alamoheightstx.gov). Contact with any personnel, officers, or officials of the City of Alamo Heights, other than the designated official regarding this RFP may be grounds for elimination from the selection process. No officer or employee of the City of Alamo Heights shall have a financial interest, direct or indirect, in any contract with the City of Alamo Heights.

**C. SUBMITTAL REQUIREMENTS**

Submitting RFP: One (1) original bound RFP proposal with one (1) unbound copy along with one (1) electronic version (by USB). RFPs must be sealed and clearly marked "RFP FOR DEPOSITORY SERVICES FOR CITY OF ALAMO HEIGHTS" should be delivered to the following office **by 2:00 p.m. May 11, 2026:**

Elsa Robles  
City Secretary  
6116 Broadway  
San Antonio, TX 78209

**Any submittals received after this time shall not be opened and will be returned and not considered. NO EXCEPTIONS.** Submittals sent by facsimile or email will not be accepted.

The proposing Depository uses this RFP form as the OFFICIAL RFP PROPOSAL to submit information and to answer questions. Any alterations, changes or deletions to this RFP may be grounds for the City to disregard and reject the entire proposal. Attachments are acceptable and recommended if specifically identifiable and appended. Proposers should strive for early submission to avoid the possibility of rejection for late arrival. The City will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the proposal to the City by the given deadline above.

All questions and inquiries about this Solicitation shall be submitted in writing by 4:00 pm CST, no later than April 22, 2026 to:

Kristine Horton  
Finance Director  
6116 Broadway  
San Antonio, TX 78209

Questions received after the stated deadline will not be answered. All questions and answers are considered part of this RFP. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda and posted on the City's website. Respondents are prohibited from contacting City Council members, City staff or Management directly during the pre-SOQ or post-SOQ period unless and until an award has been made, and any resulting contract or agreement has been carried out. All communications shall be with City Staff until such point in the process that the Respondent is requested or allowed to make a presentation to the City Council. Likewise, Respondents are prohibited from attempting to influence the recommendations made by City Staff to the City Council through any means other than legitimate submissions and discussions actually provided for by the process. Should a Respondent be determined by the City to have engaged in such prohibited conduct, the submittal will be DISQUALIFIED, AND ITS BID WILL NOT BE GIVEN FURTHER CONSIDERATION.

The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the SOQ response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

### **Addendum**

Should specifications be revised prior to the deadline for submission of the RFP, the City will issue an addendum addressing the nature of the change and post them on the City's website. Depositories should acknowledge any addendum and return the form with their RFP package. The Depository is responsible for checking the City's website to determine if any addendum has been issued prior to submitting their RFP response. Failure to consider all addenda will be at the Depository's risk.

### **Rejection of Submissions**

**THE CITY OF ALAMO HEIGHTS RESERVES THE RIGHT TO REJECT ANY AND ALL SOQS, TO WAIVE IRREGULARITIES, TO REQUEST ADDITIONAL INFORMATION FROM ALL RESPONDENTS, AND FURTHER RESERVES THE RIGHT TO SELECT THE SOQ, WHICH FURTHERS THE BEST INTEREST OF THE CITY. THE CITY RESERVES THE RIGHT TO SHORT LIST RESPONDENTS AND BASE FINAL SELECTION RANKINGS ON PERSONAL INTERVIEWS. THIS SOLICITATION DOES NOT OBLIGATE THE CITY TO ENTER INTO AN AGREEMENT WITH ANY RESPONDENT. THE CITY RESERVES THE RIGHT TO CANCEL THIS REQUEST FOR QUALIFICATION (RFP) AT ANY TIME, AT ITS DISCRETION.**

### **Award of the Contract**

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

The contract period shall be for a five-year term once the contract has been executed according to state laws. The Depository contract shall provide that the City reserves the right to cancel any agreement, at any time, upon ninety (90) days prior written notice of its intent to terminate any agreement. Further, the agreement will have a six-month extension period for transition to the new depository bank at the end of the term if needed.

## Schedule of Events

The following tentative schedule has been prepared:

Date of Issuance	April 8, 2026
Due Date for Written Questions	April 22, 2026
Due Date for Responses	April 27, 2026
Due Date for RFQ Bid Package	May 11, 2026 @ 2:00 PM
Anticipated City Council Consideration	June 2026

## Communication/Clarification

If any Respondent is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted by email to Kristine Horton, Finance Director ([khorton@alamoheightstx.gov](mailto:khorton@alamoheightstx.gov)) no later than **Wednesday, April 22, 2026 at 4:00 p.m.**

## Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee or Council may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, selected depository may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected depository. The City reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected depository is subject to the action of the City of Alamo Heights City Council. Fees provided for in contracts or agreements shall not be made part of the RFP Response and will not be considered until the highest qualified depository is selected for negotiation purposes.

The City Council exercises its discretion in the final selection of a candidate for contract negotiations and will not be bound by the committee or staff recommendation, scoring and ranking. The staff's preliminary reviews and scoring of SOQ Submittals merely determines the top ranked depository who are most technically qualified as finalists and are eligible for interviews by the City Council.

The following evaluation criteria and their respective weights will be used in selecting a Professional Depository:

- **Required Criteria include: 30 Points**
  - Branch within City limits (Zip Code 78209),
  - Ability to provide sufficient collateral for deposits, and
  - Financial strength and stability of proposing Depository.
  
- **Critical Criteria include: 40 Points**
  - Ability to perform and provide the requested services in the RFP,

- Cost of the proposed Depository services and the cost of conversion and implementation of services,
    - a. City may lean towards depositories that provide little to no fees for the following.
      - ACH (incoming and outgoing)
      - Wire (incoming and outgoing)
  - Providing Excellent Customer Service,
  - Online banking services,
  - Fraud Prevention Service,
  - The implementation plan/process if your Depository is chosen,
  - Depository does not have any significant problems noted by regulatory agencies in the past 24 months,
  - Offer any type of sweep account where excess City funds could be invested at a higher rate than in the checking account.
- **Important Criteria include: 30 Points**
- Effective rates paid on City accounts,
  - City funds availability,
  - Quality of reports requested,
  - Securities clearance and safekeeping procedures,
  - Experience and success in providing banking services to municipal governments in Texas,
  - Ability to provide the City with effective and innovative banking services, and
  - Completeness of the bid form and submission of required information.

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Interview of selected firms based on the evaluation criteria (if requested by committee or Council) (20 points)

**Oral Interviews, Presentations or Demonstrations (Optional)**

Selected Respondents may be given an opportunity for oral interviews, presentations, or demonstrations. The presentation process will allow Respondents to demonstrate their SOQ offering and explain and/or clarify any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. The Evaluation committee will score each presenting Respondent.

**20 POINTS**

**ORAL INTERVIEWS**

**Final Evaluation and Ranking After Oral Interviews**

The Evaluation committee will make its recommendation for award to the most highly qualified Respondent(s) based on a combination of the evaluation criteria and the oral interview, presentation, or demonstration (if utilized). Final total score will be determined using the following formula: *Initial Evaluation Score + Oral Interview Score = Final Total Score*.

**SECTION II – SCOPE OF WORK**

The Banking services to be provided are listed on the Proposal Form, along with estimated monthly volumes. Attach copies of reports and separate agreements that apply to each service, if applicable.

The institution shall offer Internet access for the inquiry of account balances and activity for all bank accounts. This access should be available by using a password set by the City. In addition, the institution shall offer on-line transfer of City monies between accounts held within the institution. The transfers should be credited and debited to the related accounts on the same business day of the transfer, if the request is received by 5:00 pm.

On-Line balance reporting system which will provide information reporting services including but not limited to:

- Previous Day Balance Report, Current Day Balance Report, Debit and Credit Detail, Stop Payment Status Report, ACH Activity Report, and Positive Pay Activity Report
- Monthly Statements
- Exporting capability to a CSV format
- Transaction Searches

Include a sample account balance screen, sample account activity screen, sample transfer screen and on-line transfer agreement.

Processing of all deposited items on checks and cash to include encoding services and return of stamped duplicate deposit slip to the City deposit.

General Automatic Clearing House (ACH) services which may include: payroll direct deposit file (ACH Credit) transmitted to the bank every other Wednesday for Friday payment, Utility billing automatic drafts (ACH Debit) transmitted to the bank on various days with withdrawal from accounts, and Various ACH credits and debits from various approved agencies, and companies such as State and Federal agencies, investment pools, and credit card processing centers.

General Wire Transfer services which may include repetitive and non-repetitive outgoing wire transfers via Internet or facsimile to allow initiation of wire transfers, or repetitive and non-repetitive incoming wire transfers, with Notification to the City of wiring problems within one (1) hour of the transaction.

Insufficient Funds (NSF)/ Returned Items should be submitted at least twice before being returned to the City. Returned items that do not clear on the second attempt shall be returned to the City within three (3) business days with a complete description of non-payment. The City shall receive same day telephone notification of all return items in excess of \$2,000.

Account Reconciliation services and Bank Statement on the account shall be addressed as follows: City of Alamo Heights, Texas, Attn: Accounting, 6116 Broadway, San Antonio, Texas 78209 and shall be rendered within seven (7) working days after the close of the calendar month. Statement shall include all debits and credits made thru the last day of the calendar month.

Checks shall be arranged in ascending numerical order upon their return to the City. If images of checks are returned to the City the image must show front and back, the Depository shall safe keep the actual checks for a period of time and the depository shall provide to the City the proprietary software for retrieval and viewing of the check image if the City does not currently have the capability.

Positive Pay reconciliation services, where the bank electronically compares each check presented for payment against the database provided by the City. Each responding Depository must state their policies for notification of exceptions.

Resource Personnel shall be identified and updated by the Depository of who is available to the City to answer questions and assist with correcting problems or concerns with the account. Please provide biographies of such personnel, contact information, and their back-ups. The Depository shall be responsible for communicating the terms of this contract to their employees.

Account Analysis Statements shall be prepared each month by the Depository and shall clearly show volume counts, fees charged (as set forth on the Bid Form), and total prices for services on the account. The account analysis shall also show average ledger balances, interest rates, and earning credit rate and amounts. Fees (if any) charged to the City are not subject to change for the length of this contract. Account analysis statements should include any safekeeping fees charged to the City and should not be deducted from each security settlement.

## Investment Activities

- Portfolio Management activities shall be handled by the City. The Depository shall be included in the bidding process as deemed appropriate in accordance with the City's Investment Policy.
- Investment Safekeeping shall employ the Depository as a transfer agent for some or all security transactions undertaken by the City. All such transfers shall be executed delivery versus payment, that is the Depository or the Federal Reserve Bank shall not make payment until the security is received.
- Reports of safekeeping confirmations for all City security transactions will be issued and mailed to the City within two (2) business days after settlement. A monthly report listing all City securities held in safekeeping will be mailed to the City at the end of each month.
- Certificates of Deposits (CD) may be an investment option for the City. The Depository shall agree to accept deposits from the City for investment purposes in the form of certificates of deposits in varying amounts and maturities at rates determined by the depository's competitive bid. CD must be fully insured by the FDIC or collateralized by fully guaranteed Federal Obligations that are pledged to the City and that have a market value equal to or greater than that of the CD for the life of the CD.

## Collateral Requirements

- Security shall be pledged by the Depository as security for the deposits of the City in an amount equal to the largest total balance of the City's account, less the amount coverage provided by the FDIC. If securities comprise the pledge of security, they shall be valued at par or market, whichever is lower.
- Eligible Collateral shall be at least 105% of combined City balances.
  - The securities identified in the Public Funds Investment Act as eligible investments for both CD's and City deposits. The City must approve all securities pledged and reserves the right to accept or not accept the securities to be pledged as collateral. Repurchase agreements are not acceptable as collateral to the City. The City shall accept the following securities as collateral:
    - United States Treasury notes, bills, bonds, or obligations fully and unconditionally guaranteed as to principal and interest by the full faith and credit of the United States;
    - Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation or Federal National Mortgage Association;
    - FDIC coverage; and
    - Bonds of the State of Texas or of a county, city, and other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of 10 years or less.
    - If securities are pledged for collateral:
- Collateral Security Safekeeping must be held by a third party financial institution pursuant to a safekeeping agreement signed by the Depository and the City.
- Original Copy of Security Receipt must be filed with the City's Finance Office.
- Reporting Requirement shall be that the Depository provides to the City a report of securities pledged at the end of each month or at any time requested by the City's Finance Director or a designated representative. This report should reflect the following information at the end of each month:
  - Total pledged securities itemized by: Name, Type/ Description/ Cusip Number, Par Value, Market Value, Maturity Date, and Rating from nationally recognized rating agency (if applicable).
  - A letter of credit from the Federal Home Loan Bank) or comparable entity, or

- Charges for Pledge Security shall be paid by the depository.
- Collateral Substitutions of the securities or reductions in the total amount pledged may be made only with written authorization by the City's Finance Director or authorized representative.
- Audit of collateral may be performed at least annually by the City's independent auditors and may be audited by the City at any time during normal business hours.

### **Other Services**

Supplies needed by the City include but are not limited to:

1. 2 Locking Bank Bags and/or Security Sealing Depository Bags, and
2. Deposit Slips.

Sweep Accounts have not been used by the City in the past; however, the City does have an interest in the possibility of using overnight sweep activities within the City's Investment Policy guidelines. Please provide the capability of your Depository to provide this service, the options available, current sweep account interest rates, and the pricing of this service.

### **Other Stipulations**

Regulation Notices of any changes in Federal or State laws that would affect the depository agreement need to be communicated in writing by the Depository to the City within ten (10) days of such change.

Right to Cancel Contract shall be retained by the City in the event it would be ruled illegal under the provision of any Federal Statute or regulation for the Depository to pay interest in the manner outlined in this RFP.

Right to Review shall be retained by the City whereas the City may require a meeting with the Depository and the City to evaluate the working relationship between the two parties.

Right to Audit shall be retained by the City to allow the City Staff or City Independent Auditors to audit or review the City's Account(s) during normal business hours.

Merger of the Depository, notwithstanding any other provision of this agreement, which may be to the contrary, shall not affect this agreement and the respective rights and obligations of the parties here under.

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

Right to Terminate the terms of this contract shall be retained by the City should the Depository fail, close, or be forced into reorganization during the term of this contract and the Depository has not corrected, to the City's satisfaction within ten (10) business days of written notification by the City, failure to perform services as agreed to in the RFP.

Contract not Exclusive This banking services request is for the primary depository for the public funds of the City, but the City reserves the right to establish banking accounts and other banking relationships from time to time with other banks.

New Services initiated after consummation of the depository agreement that carry charges and fees must be mutually agreed to, in writing. If erroneous charges and fees are applied without City approval the financial institution shall refund or credit the City for any charges and fees not agreed to in writing.

Public Inspection of Bids The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of

RFQ information. RFQ Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets, proprietary or confidential information, the City will generally take reasonable steps to notify the Proposer that their bid information has been requested and to take steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so. Therefore, Proposers should use care in including information that they consider confidential. ANY portion of a proposal that the Proposer claims is a trade secret or is proprietary and confidential MUST be clearly marked CONFIDENTIAL. Please note that pricing information, general methods of service provision, and other such matters are NOT trade secrets or proprietary information.

Tax-Exempt Status City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. The City will furnish an Excise Tax Exemption Certificate upon request.

### **SECTION III – STATEMENT OF QUALIFICATIONS (SOQ) CONTENTS, PROVISIONS AND REQUIREMENTS**

#### **RFP/SOQ FORMAT, CONTENTS AND EVALUATION CRITERIA**

The RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of prospective selected depository's qualifications and experience. The responses to this RFP must be made in accordance with the format set forth in this Section and using the Required Forms attached to this RFP as "Attachment A" being Form 1 to Form 5, including required submittals (Proof of Insurance, Job descriptions and resumes, and Letters of Reference). Only RFPs that have been determined to be responsive will be considered. Failure to adhere to the following format may cause rejection of the RFP as non-responsive.

##### **1. Cover Letter**

The RFP shall contain a cover letter and introduction, which includes the company name and address, name and telephone number of individuals authorized to represent the selected depository regarding all matters related to the RFP/SOQ and any contract subsequently awarded to the selected depository. This letter shall be signed by any person(s) authorized to bind the company to all commitments made in the RFP.

If the Respondent is a partnership, the RFP must be signed in the name of the partnership by a general partner thereof. If the Respondent is a corporation, the RFP must be signed on behalf of the corporation by two authorized officers (Chairman of the Board of Directors, President or Vice-President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on at least one copy of the RFP submitted to the City.

##### **2. Table of Contents**

Clearly identify the materials by section and page number.

##### **3. Team Capability**

The selected depository's capability to perform all the work and recent experience in projects comparable to the proposed scope of work.

#### **4. Key Personnel/Qualification of Staff**

The selected depository's key personnel professional qualifications, experience, availability for the proposed project; their reputation, professional integrity and competence. Specific emphasis should be placed on the primary contact, team expertise leaders, and sub-consultants being used on the project.

#### **5. Quality of Similar Projects**

The selected depository's capability to meet aggressive schedules and deadlines; quality of similar previous projects and their capability to complete similar plans without having major cost escalations or overruns. Provide at least three project descriptions and references from previous projects.

#### **6. Understanding the Scope of Work**

The selected depository's understanding of the project and potential challenges.

#### **7. Familiarity**

The selected depository should demonstrate their understanding of the City's primary objectives as listed:

- To seek a bank that is capable of providing excellent banking services and willing to be attentive to the City's financial matters; and
- To maximize the total dollars earned by the City on account balances in order to be prudent and effective custodians of the financial resources; and
- To maintain an excellent working relationship with the Depository; and
- To adequately compensate the Depository for services provided, subject to competitive forces in the marketplace; and
- To fully comply with the requirements of the Texas Local Government Code Chapter 105, and other state/local guidelines as amended.

#### **8. References**

Name, title, address, telephone number and email address of three (3) former or current clients who have, within the last five years, contracted with the Respondent for services similar to those described in this RFP.

#### **9. Insurance**

The selected depository shall carry insurance or be able to obtain an errors and omission insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agencies thereof.

- The depository will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City

#### **10. Negotiation Process**

At the conclusion of the evaluation process, the City of Alamo Heights will rank candidates by order of highest qualifications and attempt to negotiate with the most highly qualified depository. Once an individual scope and fee proposal is negotiated with the City, the depository must agree to enter into an agreement acceptable to the City. If a mutually satisfactory agreement cannot be reached with the selected provider, negotiations will be formally terminated, and the City will proceed with negotiations with the next most highly qualified provider until a mutually satisfactory agreement is reached.

#### **11. Prohibited Respondents**

1. The City of Alamo Heights will not conduct business with a depository who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.

2. Successful depository must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful depository must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful depository must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful depository must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful depository must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

## **12. Disclosure Of Conflict Of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission (TEC) at <https://www.ethics.state.tx.us>. Any completed Conflict of Interest Questionnaires shall be submitted to CITY.

## **13. Disclosure Of Interested Parties**

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by City Council before the contract may be signed; or (2) have a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by TEC is as follows:

1. The Disclosure of Interested Parties certificate must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CITY.
2. The copy of Form 1295 submitted to CITY must contain the unique certification number from the TEC. The form must be filed with CITY pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CITY.
3. CITY, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the CITY receives the disclosure of interested parties from the business entity.

#### **14. Personal Interest**

No officer, employee, independent consultant or elected official of CITY who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the CITY belongs to a cooperative association, the CITY may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the CITY. Nevertheless, the CITY may obtain the services under the Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

## Depository Proposal Form

1. Funds Schedule and Deadlines - Please list your Depository's various activity deadlines (Important Criteria):

Description of Activity	Deadline
<i>Example: ACH Initiation</i>	<i>2:00 p.m. Business Day Prior to Transaction</i>
Credit Posting	
Debit Posting	
Wire Transfer Acceptance	
Wire Transfer Initiation	
ACH Acceptance	
ACH Initiation	
Direct Deposit Payroll Transfer	
Utility Billing Draft	
Other:	

2. What is the earnings rate and please explain your Depository's Policy and Methodology used in setting of the earnings credit rate (Important Criteria):

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3. Does your depository offer a fixed or higher rate of interest if the City agrees to maintain a specified balance? If not, is it negotiable? (Important Criteria) Please explain:

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4. Provide the name, hours of operation, and location of the depository:

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5. Provide the name, hours of operation, and location of the disbursement bank which would be handling the City's checks (Critical Criteria):

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6. Please specify the days during the year on which the depository is closed for receiving deposits and clearing checks (Important Criteria):

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7. Does the bank have an established maximum dollar value limit, which may not be exceeded by an individual check? Are there any other restrictions regarding individual check amounts (Critical Criteria)?

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8. How long are stop payment orders effective? Does the bank offer automatic stop payment over with Internet (Critical Criteria)?

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9. State whether the bank offers any type of special checking, money market, loan account, or any other incentive for City employees (Important Criteria):

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10. Does the Depository offer any type of sweep account where excess City funds could be invested at a higher rate than in the checking account (Important Criteria)? Please explain the parameters and interest earnings of such an account:

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11. What branch is closest to City Hall for daily deposits and business transactions (Required Criteria)?

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12. Does the Depository have any significant problems noted by regulatory agencies in the past 24 months (Critical Criteria)? If "yes", please explain:

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13. Please list the Depository's capital to assets and return on asset ratios for the last two years (Required Criteria #4 along with Required Attachments):

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14. Please provide a short summary of your financial institution's profile, where it is headquartered, and the main bank representative(s) who will be the City's point of contact. (Critical Criteria):

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15. Please list any further important information regarding your institutions financial strength which may include debt ratings, loan loss reserves, etc. (Critical Criteria):

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16. Please list any further important information regarding your institution's strength which may include debt ratings, loan loss reserves, etc. (Critical Criteria)

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17. The City does not intend to have a net overdraft position throughout the course of the contract. An overdraft is defined as a negative demand balance in the City account at the end of the day. Should an overdraft occur what are the maximum days the overdraft will be allowed: \_\_\_\_? The maximum of the net overdraft to be allowed: \$\_\_\_\_\_. The interest rate charged for overdrafts would be \_\_\_\_\_ per annum computed on an actual day basis for the days and amount of the overdraft. (Critical Criteria)

18. Describe the implementation plan/process you would recommend the City follow if your Depository is chosen by City Council for implementation of contract (Critical Criteria):

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19. Please list three (3) other Municipal Governments in Bexar County who the City can call for recommendations (please give name, title, and contact number):

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20. Is your Depository able to meet the legal qualifications and terms and conditions specified in this RFP (Required Criteria ):

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21. Is your Depository able to provide sufficient collateral for deposit as described within the RFP and list type you propose? \_\_\_\_\_

22. Is your Depository able to provide security clearance and safekeeping procedures described in this RFP?

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23. Services and Fees Chart (Critical Criteria and Important Criteria)

Service	Estimated Monthly Volume	Unit Price	Extended Estimated Monthly Charges
On-line Account Maintenance View 2 accts	Daily		
Statements rendered for 1 operating acct. and one zero balance payroll account	2		
Average Daily Balance	\$1.0 to \$2.0 million		
Account Analysis Statement 2 accts	Monthly		
Are online reports exportable to excel?	Yes or No (circle one)		
Daily Manual Deposits each business day with 1 to 5 deposit slips in each lock bag	Daily		
Credits Posted/Debits Posted	290		
On US Deposited Items	436		
Total Deposited Items	1,600		
Night Drop Box Deposit	Each business day		
Incoming/Outgoing Wires	25		
Positive Pay for 2 accounts	150		
ACH Return Items	2		
ACH Incoming credits/debits	190		
Deposited Items	1,596		
Return Items/Reclear Items	3		
ACH Blocking/Fraud Prevention			
ACH Filtering			
ACH Origination Items	987		
Wires Incoming/Outgoing	24		
Stop Payments	2		
Sorted Checks (please circle if physical or image)			
How long are check/deposit images kept online?			
Customer Service hours/staffing/physical/location			
Returned Checks (please circle if physical or image)			
Value of Pledged Collateral of total combined City Balances (must be at least 105%)			
<b>Total Estimated Monthly Charge</b>			\$

ATTACHMENT "A"

[For Required Forms Click Here](#)