

COUNTY OF WHARTON

INVITATION TO BID

BANK DEPOSITORY CONTRACT

IN ACCORDANCE WITH *TEX. LOC. GOV'T. CODE SEC 116 AND 117*

BID DEADLINE: THURSDAY, APRIL 6, 2023
ON OR BEFORE 3:00 P.M.

OPENING DATE/TIME: 3:00 P.M. THURSDAY,
APRIL 6, 2023

OPENING PLACE: WHARTON COUNTY
COURTHOUSE
OFFICE OF COUNTY JUDGE
100 S. FULTON, SUITE 100
WHARTON, TEXAS 77488

BID AWARD: TUESDAY, APRIL 11, 2023
9:30 A.M.
COMMISSIONERS' COURT
309 E MILAM ST., SUITE 602
WHARTON, TEXAS 77488

CONTRACT EFFECTIVE DATE: MAY 01, 2023

CONTACT PERSON: AUDREY SCEARCE
COUNTY TREASURER
PHONE: 979.532.2971
audrey.scearce@co.wharton.tx.us

The Wharton County Commissioners' Court is soliciting bids for furnishing services associated with Depository Banking set forth in this Initiation to Bid. Bid packets can be obtained from the County's website at www.co.wharton.tx.us and from the office of County Judge Phillip Spenrath, Wharton County Courthouse.

SUBMISSION LOCATION and DEADLINE: Sealed bid packets must be received at the following address:

Honorable Judge Phillip Spenrath
100 South Fulton, Suite 100
Wharton, Texas 77488

Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Bids will be accepted on or before 3:00 p.m., Thursday, April 6, 2023. Bids must be sealed and clearly marked "Depository Bid" on outside of envelope. Bids will be date and time stamped. Any bids received after specified time will not be considered. Wharton County will not be responsible for unmarked or improperly marked bids delivered to the wrong location.

PUBLIC OPENING: Public Opening of bids will follow submission deadline at said place.

AWARD: Commissioners' Court will consider award of the Depository Bid on Tuesday, April 11, 2023 during their regular meeting at 9:30 a.m. at 309 E. Milam Street, Suite 602, Wharton, Texas, in accordance with *Local Government Code, Articles 116.021 and 116.024*.

BID DOCUMENTS: All bids must be in a sealed envelope, clearly marked with "Depository Bid". Completed bids must contain one original and one copy, both with original signatures. The original bid must be clearly marked "ORIGINAL". The bid worksheet must be fully answered and completed in spaces provided, or risk rejection of the entire bid. Additional attachments of explanations are allowed as long as the bid worksheet has been answered completely.

RESERVATION OF RIGHT TO REJECT: Wharton County Commissioners' Court reserves the right to reject in whole or in part any or all bids, waive minor technicalities and award the bid to the most qualified bidder or applicant that offers the most favorable terms and conditions for the handling of County funds.

OFFERING OF BID PRICES: The undersigned bidder agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Invitation to Bid. Banking services not detailed on the Bid Worksheet will be provided at no cost, or at a cost mutually agreed upon between the County and the Bank.

FIRM RATES: All fees are to be firm for the life of the contract. Interest rates are subject to the re-negotiation clause, *Local Government Code 116.021 (b) (1) (2)*.

CONTRACT AWARD: This invitation to bid, along with worksheets, submitted documents and any negotiations, when properly accepted and awarded by Wharton County Commissioners' Court shall constitute a contract equally binding between the successful offer and Wharton County. No different or additional terms will become a part of this contract with the exception of a Change Order. Successful bidder must provide a resolution from the board of directors of the banking institution signifying the acceptance of the depository contract with Wharton County and within fifteen (15) days of award bank must provide security for the funds to be deposited by county in accordance with *Section 116.051, Local Government Code*.

EVALUATION PROCESS: Wharton County will award the Depository Bank contract based on, but not limited to the following criteria:

- 1) Financial strength and stability
- 2) Ability to pledge adequate securities against County funds
- 3) Experience in providing depository services requested in bid to similar accounts
- 4) Net rate of return of County funds
- 5) Ability to meet service requirements
- 6) Cost of services
- 7) Cash management products available to enhance banking procedures
- 8) Convenience and location

EVALUATION METHOD: The County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

TITLE AND RISK OF LOSS: Title and risk of loss of goods, supplies, equipment or services shall not pass to Wharton County until the County actually receives and takes possession of the goods, supplies, equipment or services at the point of delivery.

CONTINUING NON-PERFORMANCE: Continuing non-performance of the awarded bidder in the terms of this contract shall be a basis for the termination of the contract by the County. Wharton County shall not pay for services, equipment or supplies that are unsatisfactory. The awarded bidder will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

CLAIMS, SUITS, CAUSES OF ACTION: The awarded bidder shall provide the defense for and indemnify and hold harmless Wharton County from all claims, suits, causes or action and liability arising out of the execution of this contract or in connection with the awarded bidders' use of the premises there under.

REFERENCES: Attach a list of references of current Public Fund customers that utilize Cash Management products similar to that request in the Bid Worksheet.

**SPECIFICATIONS
BANK DEPOSITORY CONTRACT**

NOTICE: The selection of county depositories and the terms of depository contracts are governed by *Tex. Loc. Gov't. Code, Chapters 116 and 117*

GENERAL SPECIFICATIONS:

SCOPE OF THE CONTRACT: It is the intent of the Wharton County Commissioners' Court hereafter referred to as "County" to contract with bank(s) desiring to be designated as the County Depository Bank to include the County's public monies and the Trust and Registry Funds held by the County and District Clerks.

CONTRACTUAL REQUIREMENTS

TYPE OF BANKING RELATIONSHIP: The following specifications provide for daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts and time deposits.

BANK AFFILIATION: The bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A bidder must be a Federal or Texas chartered bank doing business in and having a full-service facility within Wharton County, Texas. State chartered banks **MUST** be able to perform **ALL** services required by this Invitation to Bid.

DURATION: The contract will be effective for a period of four (4) years beginning May 1, 2023 and ending sixty days from the time fixed by law for the next selection of a depository. If a timed deposit maturity exceeds beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Wharton County to provide for the maturity of the time deposits. The contract shall allow the bank to renegotiate with the County new interest rates and terms the final two years of the contract in accordance with *Local Gov't Code 116.021 (b)*.

INVESTMENTS MADE OUTSIDE DEPOSITORY BANK: The County reserves the right to make investments outside the Depository Bank in accordance with the laws of the State of Texas, as a result of court order and The Investment Policy of Wharton County.

SUBMITTING FINANCIAL STATEMENTS: Bank will include as part of the bid:

Last three quarterly Uniform Bank Performance Reports
Last three Call Reports
Annual Financial Reports for the past two years.

The awarded bidder shall continue, during the term of the contract, to furnish updated issues of the Quarterly Call Report and Annual Financial Report.

GOOD FAITH GUARANTEE: A bank desiring to be the depository bank must submit with the Bid Worksheet a certified check or cashiers check in the amount of \$146,000 payable to Wharton County as a guarantee of good faith. The check will be held by the County until a depository bank is selected and security has been pledged.

LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY: As stated in the *Local Government Code Section 116.023*, "If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidating damages and the county judge shall readvertise for applications, if necessary, to obtain a depository for the county."

COLLATERAL REQUIREMENT: All County funds must be collateralized by the bank in accordance with State law (*Gov't Code Chapter 2257*). The bank selected as the depository will be required to deposit and pledge approved securities having a par value equal to 105% of the value of all County funds on deposit. This requirement is independent of FDIC insurance on deposits. Securities pledged to the County must be held at a third-party banking institution approved by the County or in a Treasury Direct account in the name of the County with the Federal Reserve Bank. The bank may substitute approved securities so long as the total amount of securities pledged is adequate. Approved securities shall be restricted to those allowed under the *Texas Public Funds Investment Act (Chapter 2256)* and the Wharton County Investment Policy.

COLLATERAL MANAGEMENT: The depository bank must include as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also, a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value. Whenever it is determined by the County officers that collected funds on deposit are not fully covered by the approved securities, the bank shall immediately deposit and pledge additional approved securities in an amount sufficient to restore collateral to the required level. The Depository Bank must disclose and supply Wharton County with any and/or all contract/agreement(s) with independent custodial bank(s) for which County funds are on deposit. Wharton County must be named in the Custodial Contract/Agreement as depositor.

SERVICE REQUIREMENTS:

CONTACT PERSON: Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship and who would be able to make decisions regarding operational aspects of this contract.

CHECKING AUTHORIZATION: Bank will authorize payment from County funds only when two (2) authorized signatures are present.

ONLINE SERVICES: As part of the bid, the Depository Bank will provide on-line banking for daily reporting of fund balances, fund transfers, collected and ledger balances, stop payment requests, confirmations and detailed debits and credits.

STATEMENTS: Monthly bank statements will include checks, deposit slips, transfer slips and debit and credit memos, processes for all accounts. The daily ledger balances, average daily collected balances number of debits, number of credits and other items on which charges are based, should also be included in each monthly statement. Statements should be processed no later than five (5) business days after the close of each month. A sample bank statement must be included as part of the bid. Paper and electronic copies of statements must be available.

DEPOSIT SERVICES: The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received will be credited daily. Remote Capture equipment and technology will be available for use as well as Positive Pay.

INTEREST RATES: Variable interest rate bids and a fixed interest rate bids on accounts will be quoted by the Bank. The County reserves the right to select the rate most favorable at anytime during the term of the contract.

STRUCTURE OF ACCOUNTS:

The County's bank accounts will be structured as follows (subject to future additions and/or amount fluctuation):

- Non-Interest-Bearing Checking Accounts
- Interest Bearing Checking & Savings
- Controlled Disbursement Accounts
- Sweep Accounts
- Trust & Registry
- Certificates of Deposits

Type and number of accounts may vary. Trust & Registry funds may be registered by County official in beneficiary's name. By court order, some funds may not be deposited to County depository.

Signature Banking Officer

WHARTON COUNTY 2023 DEPOSITORY BID WORKSHEET

Interest Bearing Checking	Variable Rate	Fixed Rate
	<input type="text"/>	<input type="text"/>

Money Market Accounts	Variable Rate	Fixed Rate
	<input type="text"/>	<input type="text"/>

Certificates of Deposit More than \$100,000 6 months 12 months 24 months 36 months	Variable Rate	Fixed Rate
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

***** Variable interest rates based on:

SERVICES	YES	NO	FEE (\$AMOUNT)
1.01 ACH SERVICE TRANSFERS:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Debits	<input type="text"/>	<input type="text"/>	<input type="text"/>
Credits	<input type="text"/>	<input type="text"/>	<input type="text"/>
Payroll Remote Transmission	<input type="text"/>	<input type="text"/>	<input type="text"/>
Remote Capture	<input type="text"/>	<input type="text"/>	<input type="text"/>
1.02 WIRE TRANSFER	<input type="text"/>	<input type="text"/>	<input type="text"/>
Incoming	<input type="text"/>	<input type="text"/>	<input type="text"/>
Outgoing	<input type="text"/>	<input type="text"/>	<input type="text"/>
Repetitive	<input type="text"/>	<input type="text"/>	<input type="text"/>
1.03 ACCOUNT MAINTENANCE ON CHECKING ACCOUNTS:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Paper Statements	<input type="text"/>	<input type="text"/>	<input type="text"/>
Estatements	<input type="text"/>	<input type="text"/>	<input type="text"/>
Daily Activities	<input type="text"/>	<input type="text"/>	<input type="text"/>
Controlled Disbursement	<input type="text"/>	<input type="text"/>	<input type="text"/>
Stop Payment	<input type="text"/>	<input type="text"/>	<input type="text"/>

	YES	NO	FEE (\$AMOUNT)
1.04 SUPPLIES			
Laser Checks			
Remote Capture Machine			
Deposit Books			
Coin Wrap			
Currency Straps			
Bags with Lock/Keys			
Money Bags			
1.05 NIGHT DEPOSIT SERVICES:			
1.06 RETURN ITEMS:			
Returned Check/Item			
Return-Redeposit Item			
1.07 INTERNET BANKING:			
Online Banking			
Positive Pay			
1.08 ZERO BALANCE ACCOUNTS:			
1.09 CASH VAULT SERVICES:			
Safe Deposit Boxes			
Small			
Large			
1.10 CASH VAULT SERVICES:			
Safe Deposit Boxes			
Small			
Large			
1.11 ACCOUNT RECONCILIATION/ MISCELLANEOUS FEES:			
Deposit Reconciliation Fees			
Statement Copies			
Other			
1.12 COURIER SERVICES:			
THREE (3) TIMES A WEEK			
Annex Wharton			
Annex El Campo			

	YES	NO	FEE (\$AMOUNT)
1.13 CREDIT CARD Fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
1.14 INSUFFICIENT FUNDS OVER 5 DAYS	<input type="text"/>	<input type="text"/>	<input type="text"/>
1.15 LETTER OF CREDIT(S)	<input type="text"/>	<input type="text"/>	<input type="text"/>

1. Please describe your institution's computer-based account access system, what information can be reported through the system and indicate total cost to the County.

2. If your institution cannot comply with all aspects of the County's service requirements, please indicate the exceptions.

3. Reference in this worksheet any attachments for further explanation.

Additional information may be attached to the Invitation to Bid. Bank must complete the information below to validate the bid for Depository Bank.

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

All unsigned Bids will be disqualified

Bank Name & Address

Signature of Authorized Representative

Name of Authorized Representative

Title

Date