




GRIMES COUNTY TEXAS BANKING SERVICES RFP



Grimes County Treasurer
(936)873-4402 114 West Buffington, Anderson, TX 77830

**GRIMES COUNTY REQUEST FOR PROPOSALS:
BANKING SERVICES – Demand & Time Deposits**

INSTRUCTIONS

Bid Legal Notice December 19, 2018
Bid Opening Date January 14, 2019
Bid Opening Time..... 2:00pm
Mark Envelope Banking Services Proposal
Contact Person Janice Trant, County Treasurer
Telephone Number (936) 873-4402
E-Mail Address janice.trant@co.grimes.tx.us

Bids must be received in the Grimes County Auditor’s Office, 114 West Buffington Ave./P. O. Box 510; Anderson, Texas 77830 by the date and time specified above. Public opening of the bids will be held in the Commissioners’ Courtroom, 114 West Buffington Ave.; Anderson, Texas 77830 at that time.

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

Bids may be withdrawn any time before the official opening.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

The undersigned agrees, if this bid is accepted, to furnish all services upon which fees or interest rates are offered and upon the terms and conditions in the **Specifications**. The period for acceptance of this bid will be thirty (30) calendar days unless a different period is noted by Bidder.

THE COUNTY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THE BANK’S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BANKS OR ANY MEMBER OF THE COMMISSIONERS’ COURT UNTIL REQUESTED BY THE COUNTY OFFICIALS TO MAKE A PERSONAL PRESENTATION.

Two copies of the bound and sealed proposal are required, not to be opened until the final submission date and hour noted.

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

1. Awarding of contract(s) will be executed by the Grimes County Commissioners’ Court and will be confirmed by an award letter.
2. Any deviations from these terms and conditions must be stated as such when returning the Bid Worksheet.

INSTRUCTIONS

Page 2

By returning the “bid worksheet”, each bank certifies that:

1. All rates and fees bid are to be firm for one month, and for the life of the contract if accepted;
2. Deviations/changes must have a stated explanation, in writing, when returning the “bid worksheet” by the deadline, January 14, 2019 at 2:00pm.
3. For questions or clarifications please contact the Treasurer’s Office prior to deadline.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY

INSTRUCTIONS

Page 3

It is the intent of Grimes County to execute a contract with a bank wanting to be designated as the County Managing Bank. By returning the bid worksheet, Bank acknowledges that they understand the Revised Civil Statutes of Texas, (Article 2544, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 116 pertaining to the managing and safekeeping of County funds and will comply with those statutes.

DURATION:–The Bank Services contract will be effective for a period of (4) Four years, ending (60) sixty days for the time fixed by law for the next selection of a managing bank. If a timed deposit maturity extends beyond the expiration date of the contract, the managing bank will pledge sufficient securities required by for public funds to Grimes County to provide for the maturity of the time deposit.

AWARDING CONTRACT:–Grimes County will award the managing bank contract based on the following criteria:

- 1) Bank’s past and prospective financial condition.
- 2) Net rate of return on County funds.
- 3) Ability to meet service requirements.
- 4) Cost of services (or lack of).

SUBMITTING FINANCIAL STATEMENTS:– All banks wishing to be designated as a Managing Bank must state the amount of the Bank’s paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

AMOUNT TO BE PLEDGED:– The initial amount of securities to be pledged against Grimes County funds shall be adequate to fully collateralize the funds of Grimes County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the Grimes County Treasurer. Securities pledged must be held at the Federal Reserve Bank, Dallas, Texas, and/or J P Morgan, Chase Bank N.A.

PAYMENT OF SERVICES:– Bank will specify fees required for services. Banking services not detailed on the Bid Worksheet will be provided at no cost.

INVESTMENTS MADE OUTSIDE MANAGING BANK:– Grimes County reserves the right to make external investments according to the Laws of the State of Texas and the Investment Policy of Grimes County.

INSTRUCTIONS

Page 4

INTEREST AND INTEREST RATE:– Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Grimes County reserves the right to select the rate most favorable to the County any time during the term of the contract, subject to banking laws.

INTEREST-BEARING ACCOUNTS:– Grimes County will have accounts established under these specifications for disbursing checks written on Grimes County funds. These estimates may vary during the duration of the contract.

SERVICES PROVIDED:

REPORTS **

1. A detailed monthly collateral-to-deposit report is required. The report shall contain security descriptions, par value/current face and current market value. To compensate for increases or decreases in county deposits and fluctuations of market value of pledged collateral, the minimum market values of collateral will be 110% of county deposits.
2. Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:
 - daily average ledger balance
 - average collected balance
 - price levels for each activity
 - earnings allowance
 - daily average float
 - reserve requirements
 - monthly volumes by type

STATEMENTS

Monthly account statements will be provided with all corresponding checks and or images of checks, debit and credit memos, etc. This statement shall show the number of checks, and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based; Such statements shall be provided within five working days after calendar month-end.

INSTRUCTIONS

Page 5

CONTACT PERSON

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

DAYLIGHT OVERDRAFT PROVISIONS

The bid should include any Bank policy regarding daylight overdraft charges of handling.

STOP PAYMENTS

The Bank will be required to process stop payment on verbal instructions from the County Treasurer or her assignee with follow-up written confirmation, if this is not offered in electronic banking services.

STALE DATED CHECKS

The Bank will agree not to honor stale dated checks on Grimes County accounts that are not endorsed by the County as acceptable after the County has delivered to the Bank an approved canceled list from the records of Commissioners' Court.

STANDARD DEPOSIT SERVICES

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

PAYROLL DIRECT DEPOSIT

The Bank must provide the capability for the county to utilize "Direct Deposit" payroll processing, allowing employees to select the bank(s) of their choice.

SHORT - TERM FINANCING

The County may require short-term financing during this contract.

INSTRUCTION

Page 6

OTHER SERVICES

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

THE COUNTY ELECTS TO PAY FOR SERVICES BY DIRECT FEE PAYMENT

The County requests that the bank bill and accept direct payment, by separate accounts, for services at the unit prices indicated in the previous sections.

With the County electing to pay the bank for services, each account billing will be presented monthly in hard copy with charges being on a straight fee basis with account balances not being a factor in deciding the fees that are due. The Bank should view this as a plus for the County in deciding interest rate being paid on account balances.

Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered? If so, please describe and show the fee per unit.

Service:	Fee/Unit
----------	----------

TOTAL (Average monthly charges for all services)	\$
--	----

Bank **must** complete the below information to validate the bid for Managing 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 before the official opening of this bid.

INSTRUCTIONS

Page 7

Name and address of Bidder: All Unsigned Bids will be **disqualified**

Signature: _____

Name: _____

Title: _____

Telephone No.: _____

EXHIBIT "B"
BID FORM

SPECIFICATIONS

1. Bank make application to the County for depository of demand deposits.
2. Bank enclose a certified check of not less than one-half of one percent of the County's revenue for the preceding year. Revenue for Grimes County for the twelve-month period ending September 30, 2018, was \$ 26,553,775.00. Note: Checks of unsuccessful bidders will be returned immediately after bid selection of the depository. Checks of successful bidder will be returned upon execution of the depository contract. (Submit only one check if bidding on both contracts.)

Please see enclosed bid check for \$

3. Bank shall enclose copy of most recent financial statement.
4. Bank shall enclose list of pledge securities (of investment quality) to be signed upon bid selection per approval of the Commissioners' Court. The amount of pledged securities shall be in an amount which covers all county funds on deposit in the bank.
5. Bank shall enclose statement of amount of paid up capitol stock and permanent surplus.
6. Bank offer the following types of demand deposit accounts: (Or in the space provided the equivalent to each of the same.)

- a) **REGULAR CHECKING**– About sixteen (16) Interest bearing check account unlimited checks.

CURRENT RATE _____%

- b) **MONEY MARKET ACCOUNTS**– About fifteen (15) Interest bearing checking account with limited checking privileges which earns a competitive interest rate.

CURRENT RATE _____%

PAGE 2
BID FORM
SPECIFICATIONS

- c) **CASH MANAGEMENT/ SWEEP ACCOUNTS**—An interest bearing checking account with an average balance of \$250,000.00 with limited checking privileges which earns a competitive money market rate.

CURRENT RATE _____%

Note: Please specify if the rates are Fixed or Variable.
All of the above types of accounts' interest will be compounded daily and paid monthly. Activity and service charges shall be waived on all the above types of accounts as the County is a non-profit, governmental entity whose deposits are public funds.

1. Bank waives all fees and service charges for the following bank services:

- | | |
|---|----------------------------------|
| a) Safety deposit box | h) Intrabank Transfers |
| b) Night depository bags | i) Interbank Transfers |
| c) Bank Money Orders/Cashier's check | j) Safekeeping Services |
| d) Travelers checks | k) Third Party Safekeeping |
| e) Stop payment orders | l) Overdraft Charge-All Accounts |
| f) Wire transfer of funds | m) Credit Cards |
| g) Electronic Banking for Payroll
Transfers, Wires and ACH with Investment
Accounts | |

PAGE 3
BID FORM
SPECIFICATIONS

1. Bank furnish Printed Checks and or Laser Checks and deposit slips for commercial Interest Bearing and Non-Interest-Bearing checking accounts free of charge.
2. Bank shall serve as fiscal agent for the County, without fee, on any bond issue.
3. Bank shall provide all banking and financial services in a professional and efficient manner.
4. Bank will furnish necessary postage and phone call charges, if applicable.
5. Depository bank provides securities at least equal to the amount of the County funds to be on deposit. All withdrawals and substitutions of pledged securities must be approved by the Commissioners' Court in advance. Meetings of the Commissioners' Court are every Wednesday of each month (unless holidays fall on those Wednesdays). Additional securities must be pledged immediately if County funds on deposit increase beyond securities pledged.
6. Any suits relating to the depository contract must be tried in Grimes County, Texas.
7. The Commissioners' Court may require additional securities at any time they deem it necessary for the protection of the County.
8. Bank list other services, charges, or requirements which shall be provided: (Such as Electronic Banking, etc.)

PAGE 4
BID FORM
SPECIFICATIONS:

1. Grimes County reserves the right to accept or reject any or all bids. Grimes County reserves the right to withhold from depository investments per Public Funds Investment Act of 1987, Texas Government Code, Chapter 2256.

Signature of Bank Representative and Title

Bank

Bank Address

Bank Telephone Number

BANKING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF GRIMES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, Grimes County, Texas, in accordance with Article 2547 V.A.T.C.S. does hereby pledge and deposit the following securities attached hereto as Exhibit "A" and made a part hereof for intents and purposes with the Commissioners' Court of Grimes County, in an amount sufficient to equal all funds deposited with it by the County of Grimes, Texas, its Elected Office Holders, its County Clerk, and its District Clerk upon the terms and conditions and for the purposes hereinafter set forth.

The conditions of the above contract are such that, whereas the above bounden pledger _____, was on the _____ day of _____, 2019, duly and legally chosen by the Commissioners' Court of Grimes County, Texas, as the depository for all County demand deposits for a period of 4 years ending sixty days from the time fixed by law for the next selection of the depository upon its bidding and agreeing to pay the County of Grimes for certain demand deposits of the County that amount of interest set forth in said Exhibit "B" and made a part hereof for all intents and purposes on "demand deposits" on daily balances kept in said depository by the County of Grimes, Texas; such interest to be paid at such rates and upon such intervals as are set forth in Exhibit "B".

NOW, THEREFORE, IF THE ABOVE BOUNDEN PLEDGER,

_____, shall faithfully do and perform all the duties and obligations devolving on it by law as the County depository of Grimes County, including but not limited to such duties and obligations devolving on it by Tex. Rev. Civ. Stat. Ann. Title 47, Chapter Two (County Depositories) and shall upon presentation pay checks drawn on it by the County Treasurer of Grimes County, Texas on "demand deposits" accounts in such depository; and shall faithfully keep said county funds, and account for same according to the law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated Article 2547, and shall pay the interest at the time and the rate hereinbefore stipulated on "demand deposits" and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and

PAGE 2
BANKING SERVICES CONTRACT

shall become null and void and the securities above shall be returned to pledger, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Grimes County, Texas to sell at public or private sale, with or without notice to pledger, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract. Grimes County reserves the right to withhold from depository investments per Public Funds Inv. Act of 1987. The above provision is given in addition to any remedy the pledger may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Grimes and State of Texas in any Court herein having jurisdiction of the subject matter thereof.

The Commissioners' Court agrees that _____ and/or are acceptable as custodians of all securities pledged to secure the County's funds on deposit with bank. Acceptance of such custodianship by the said banks, or either of them, shall be in accordance with the terms and conditions of the Safekeeping agreements attached hereto as Exhibit "C". In the event either custodian bank wishes to change the terms and conditions of said Safekeeping agreements attached hereto as Exhibit "C" and said changes affect the County then agrees to give the Commissioners' Court ten (10) days advance written notice of said change and the Commissioners' Court shall either approve said change or direct Bank to select another custodian acceptable to the Commissioners' Court. In the event either custodian bank shall not determine to act as such custodian at any time during the term of this agreement, then agrees to give the Commissioners' Court ten (10) days advance written notice of said custodian bank's determination not to act as such custodian hereunder, and the Commissioners' Court and Bank shall meet and endeavor to select another custodian. In the event the Board and Bank cannot agree upon the selection of a custodian bank acceptable to both, then the Commissioners' Court shall select a custodian and Bank shall be bound by the decision.

PAGE 3
BANKING SERVICES CONTRACT

_____, may from time to time substitute other securities for those under pledge and listed on Exhibit "A" attached hereto, provided the securities so substituted meet the requirements of applicable law and are approved as to kind and value by the Commissioners' Court of Grimes County.

_____, is obligated only to pay all checks, drafts, or withdrawal requests drawn upon it by the County's duly authorized signatories.

IN WITNESS of all which we have hereunto set our hands and the said _____ has caused these presents to be signed with its name and by its president attested and sealed with its corporate seal the day and year first above written.

BANK NAME

By: BANK PRESIDENT

(SEAL)

APPROVED:

ATTEST:

JOE FAUTH, II
COUNTY JUDGE
COUNTY OF GRIMES, TEXAS

VANESSA BURZYNSKI,
COUNTY CLERK
COUNTY OF GRIMES, TEXAS

GRIMES COUNTY COMMISSIONERS COURT ORDER NUMBER

**COMMISSIONERS COURT ORDER RE:
ADDENDUM TO TIME DEPOSITORY CONTRACT**

BANK

STATE OF TEXAS }

COUNTY OF GRIMES }

BE IT REMEMBERED AT A MEETING OF COMMISSIONERS' COURT OF GRIMES COUNTY, TEXAS, held on the _____ day of _____, 2019 on a motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Order was adopted:

This order is to include the District and County Clerk's Public Trust Savings Accounts to the Demand Bank Depository Contract with _____ Instead of being included with the Time Depository Contract.

this _____ day of _____, 2019.

COUNTY JUDGE, JOE FAUTH, III

**COMMISSIONER PRECINCT NO. 1
CHAD MALLET**

**COMMISSIONER PRECINCT NO. 2
DAVID DOBYANSKI**

**COMMISSIONER PRECINCT NO. 3
BARBARA WALKER**

**COMMISSIONER PRECINCT NO. 4
PHILLIP COX**

ATTESTED BY:

VANESSA BURZYNSKI, COUNTY CLERK

DEPOSITORY CONTRACT FOR TIME DEPOSITS

The conditions of the above contract are such that, whereas, the above bounden pledger was on the _____ day of _____, A.D. 2019, duly and legally chosen by the Commissioners' Court of **Grimes County**, Texas, as County Depository for said county for a period of two years ending upon its bidding and agreeing to pay the County of **GRIMES** interest on "Time Deposits" on daily balances kept in said depository of said County of **GRIMES** at the rate of ****SEE BID FORM**** per cent per annum, said interest payable monthly . Grimes County reserves the right to withhold from depository investments per Public Funds Investment Act of 1987.

NOW, THEREFORE, if the above bounden pledger shall faithfully do and perform all the duties and obligations devolving on it by the law as the County depository of **Grimes County**, and shall upon presentation, after the expiration of the period of notice required in the case of "Time Deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated, Article 2547, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "Time Deposits", and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledger, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of **Grimes County**, Texas, to sell at public or private sale, with or without notice to the pledger, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all conditions of this contract.

The above provisions are given in addition to any remedy the pledger may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of **GRIMES** and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

EXHIBIT "B"
BID FORM

SPECIFICATIONS FOR CONTRACT BIDDING ON COUNTY DEPOSITORY FOR TIME DEPOSITS:

1. Bank make application to the County for depository of time deposits.
2. Bank enclose certified check of not less than one-half of one percent of the County's revenue for the preceding year. Revenue for the twelve-month period ending September 30, 2018, was **\$ 26,553,775.00**. Note: Checks of unsuccessful bidders will be returned immediately after bid selection of the depository. Checks of successful bidder will be returned upon execution of the depository contract. (If bidding on both contracts, submit only one check.)
3. Bank enclose copy of most recent financial statement.
4. Bank enclose list of pledge of investment quality securities to be signed upon bid selection per approval of the Commissioners' Court. The amount of pledged securities shall be in an amount which covers all county funds on deposit in the bank.
5. Bank enclose statement of amount of paid up capitol stock and permanent surplus.
6. Bank pay a current and competitive rate of interest at the time of purchase on Certificates of Deposit of \$1,000.00 to \$800,000.00. Give rates offered on new certificates and certificates being renewed as follows: (Or optional as approved by Commissioners' Court.)

<u>TERM</u>	<u>RATE</u>	<u>SAMPLE RATE</u>
7 to 29 days	Quote	
30 to 89 days	Quote +.____(points)	
90 to 149 days	Quote +.____(points)	
150 to 179 days	Quote +.____(points)	
180 days to 2 years	Quote +.____(points)	

7. Bank guarantees an interest floor of _____% with/without (strike one) points on all time deposits of \$ 1,000.00 to \$ 800,000.00.

PAGE 2
BID FORM
SPECIFICATIONS FOR CONTRACT BIDDING
ON COUNTY DEPOSITORY FOR TIME DEPOSITS:

Bank to pay rate tied to the weekly U.S. Treasury Bill auction average discount rate.
will have a floor rate of _____ %.

1. Bank waives all fees and service charges for the following bank services:
 - a) Bank money orders
 - b) Wire transfer of funds
 - c) Intrabank Transfers
 - d) Interbank Transfers
 - e) Third Party Safekeeping
2. Bank serve, if requested, as fiscal agent for the county, without fee, on any bond issue.
3. Bank provide all banking and financial services in a professional and efficient manner.
4. Bank will furnish necessary postage and phone call charges, if applicable.
5. Depository bank provide securities at least equal to the amount of county funds to be on deposit. All withdrawal and substitutions of pledged securities must be approved by the Commissioners' Court in advance. Meeting of the Commissioners' Court are normally every Wednesday of each month (unless holidays fall on those Wednesdays). Additional securities must be pledged immediately if county funds on deposit increase beyond securities pledged.
6. Any suits relating to the depository contract must be tried in Grimes County, Texas.
7. The Commissioners Court may require additional securities at any time they deem it necessary for the protection of the County.
8. Bank list other services, charges, or requirements which shall be provided:

Grimes County reserves the right to accept or reject any or all bids. Grimes County reserves the right to withhold from depository investments per Public Funds Investment Act of 1987.

Signature of Bank Representative and Title

Bank

Bank Address

Bank Telephone Number

AGREEMENT TO PROVIDE BANKING SERVICES – Time Deposits

January ____, 2019

We, _____, do hereby agree to provide banking services to Grimes County, Texas for a (4) four year period from May 31, 2019, based upon our understanding of the following:

- 1) _____ shall receive all deposits from the Grimes County Office Holders and Grimes County Treasurer.
- 1) _____ shall provide all banking services on a fee basis. The account analysis billing shall be forwarded to the Grimes County Treasurer for payment.
- 1) The County shall contact _____ when investing County funds as stated in agreement to provide investment services.
- 1) _____ shall provide for the County any additional services that may be requested during the contract year and the Bank may charge the current price charged by the Bank to its commercial customers.
- 1) Collateral shall be pledged to the County on all funds deposited at _____.
- 1) Collateral shall be monitored closely by the Bank and the Grimes County Treasurer to maximize collateral efficiency.
- 1) _____ agrees to be bound by its response, dated May 31, 2019 to the County's request for proposal.
- 1) The County may elect to extend the terms of the proposal for a (1) one year time period if written notice is provided to the Bank within (30) thirty days of the initial expiration period.

GRIMES COUNTY:

By: _____
Joe Fauth, III
Grimes County Judge

By: _____
Bank Representative

By: _____
Janice Trant
Grimes County Treasurer