

CITY OF PORT LAVACA
FINANCE DEPARTMENT



REQUEST FOR PROPOSALS
FOR
DEPOSITORY SERVICES

SUBMITTAL DEADLINE:
July 28, 2022 @ 2:00 P.M. CDT

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I. Introduction

A. Proposal Request

The City of Port Lavaca, 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 safe keeping 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in this RFP which are in conflict with Chapter 105, as amended, of the Texas Local Government Code shall be deemed superseded by such chapter.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.

Proposals must be complete, specifically address 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 Susan Lang, Finance Director, City of Port Lavaca, 202 N. Virginia St., Port Lavaca, Texas 77979, telephone (361) 552-9793, or by e-mail slang@portlavaca.org. Contact with any personnel, officers, or officials of the City of Port Lavaca, 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 Port Lavaca shall have a financial interest, direct or indirect, in any contract with the City of Lavaca.

B. Term of Contract

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.

C. Proposal Objectives

The City wishes to communicate the primary objective of the Depository RFP, an important component of the overall treasury program of the City is:

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

II. Schedule

Estimated timeline of important dates for this proposal.

| <u>Date</u> | <u>Description of Events</u> |
|--------------------|--|
| June 15, 2022 | Advertise Bank Depository notice in a newspaper of general circulation in the City limits and on city website. |
| July 28, 2022 | Receive proposals from interested Depositories no later than 2:00 p.m. at City Hall Administrative Offices. |
| September 26, 2022 | City Staff presentation to City Council |

III. Criteria for Evaluation

- A. Required Criteria include: 30 Points
1. Branch within City limits,
 2. Ability to provide sufficient collateral for deposits, and
 3. Financial strength and stability of proposing Depository.
- B. Critical Criteria include: 40 Points
1. Ability to perform and provide the requested services in the RFP,
 2. Cost of the proposed Depository services and the cost of conversion and implementation of services,
 3. Providing Excellent Customer Service,
 4. Online banking services,
 5. Fraud Prevention Service,
 6. The implementation plan/process if your Depository is chosen,
 7. Depository does not have any significant problems noted by regulatory agencies in the past 24 months,

8. Offer any type of sweep account where excess City funds could be invested at a higher rate than in the checking account.

C. Important Criteria include: 30 Points

1. Effective rates paid on City accounts,
2. City funds availability,
3. Quality of reports requested,
4. Securities clearance and safekeeping procedures,
5. Experience and success in providing banking services to municipal governments in Texas,
6. Ability to provide the City with effective and innovative banking services, and
7. Completeness of the bid form and submission of required information.

IV. City Account Information

A. Operating Account

The City intends to have one operating account and one zero-balance payroll account to handle City banking business. All services requested in the RFP may be used in all of the accounts. The City reserves the right to open or close any number or types of accounts as it deems necessary through the term of the agreement. No changes or additions are anticipated at this time.

V. Banking Service Requirements

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

A. On-line Banking

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.

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

1. Previous Day Balance Report,
2. Current Day Balance Report,
3. Debit and Credit Detail,
4. Stop Payment Status Report,
5. ACH Activity Report, and
6. Positive Pay Activity Report
7. Monthly Statement

Include a sample account balance screen, sample account activity screen, sample

transfer screen and on-line transfer agreement.

- C. Processing of all deposited items on checks and cash to include encoding services and return of stamped duplicate deposit slip to the City deposit.
- D. General Automatic Clearing House (ACH) services which may include:
 - 1. Payroll direct deposit file (ACH Credit) transmitted to the bank every other Wednesday for Friday payment,
 - 2. Utility billing automatic drafts (ACH Debit) transmitted to the bank on various days with withdrawal from accounts, and
 - 3. Various ACH credits and debits from various approved agencies, and companies such as State and Federal agencies, investment pools, and credit card processing centers.
- E. General Wire Transfer services which may include:
 - 1. Repetitive and non-repetitive outgoing wire transfers via Internet or facsimile to allow initiation of wire transfers, or
 - 2. Repetitive and non-repetitive incoming wire transfers, with
 - 3. Notification to the City of wiring problems within one (1) hour of the transaction.
- F. 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.
- G. Account Reconciliation services
 - 1. Bank Statement on the account shall be addressed as follows: City of Port Lavaca, Texas, Attn: Finance Department, 202 N. Virginia St., Port Lavaca, Texas 77979 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.
 - 2. Checks shall be arranged in ascending numerical order upon their return to the City. If actual checks are returned they shall accompany the statement. 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.
- H. Positive Pay shall provide 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.
- I. 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.

- J. 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 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.

VI. Investment Activities

- A. 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.
- B. 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.
- C. 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.
- D. 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.

VII. Collateral Requirements

- A. 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.
- B. Eligible Collateral shall be at least 105% of combined City balances.
1. Those 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:
 - a. 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;

- b. Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation or Federal National Mortgage Association;
- c. FDIC coverage; and
- d. 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.

e. If securities are pledged for collateral:

- 1) Collateral Security Safekeeping must be held by a third party financial institution pursuant to a safekeeping agreement signed by the Depository and the City.
- 2) Original Copy of Security Receipt must be filed with the City’s Finance Office.
- 3) 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:
 - i. Total pledged securities itemized by:
 - ii. Name,
 - iii. Type/ Description/ CUSIP Number,
 - iv. Par Value,
 - v. Market Value,
 - vi. Maturity Date, and
 - vii. Rating from nationally recognized rating agency (if applicable).

2. A letter of credit from the Federal Home Loan Bank) or comparable entity, or

C. Charges for Pledge Security shall be paid by the depository.

D. 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.

E. 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.

VIII. Other Services

- A. Supplies needed by the City include but are not limited to:
1. 3 Locking Bank Bags and/or Security Sealing Depository Bags, and
 2. Deposit Slips.
- B. 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.

IX. Other Stipulations

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

X. Bidding Instructions/ Submission Checklist

- A. Sealed proposals clearly marked “DEPOSITORY PROPOSAL” shall be delivered to the following person:

City Secretary
City of Port Lavaca
202 N Virginia St.
Port Lavaca, Texas 77979

Please place “DEPOSITORY PROPOSAL” in the lower left corner of the envelope.

- B. No proposal will be accepted after 2:00 p.m., July 28, 2022 and shall be returned unopened.**
- C. The proposing Depository shall use this RFP as the official Bid Form to submit rates and to answer questions. 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.
- D. The City reserves the right to request additional information or clarification from bidders, or to allow corrections of errors or omissions.
- E. The City reserves the right to reject any and all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items.
- F. All costs incurred by the proposer in responding to the RFP shall be the responsibility of the proposer and the City will not reimburse responding firms for their expenses in preparing the Proposal nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
- G. If a service requirement cannot be met by a proposer, then the term “No Proposal” should be entered on the Bid Form for that specific requirement.
- H. The Port Lavaca City Council shall make final appointment of a Depository.

EXHIBIT A – Depository Proposal Form

1. Funds Schedule and Deadlines - Please list your Depository’s various activity deadlines (Important Criteria #2):

| 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: | |
| | |
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| | |

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 #1):

3. Does your depository offer a fixed or higher rate of interest if the City agrees to maintain a specified balance? (Important Criteria #1) Please explain:

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

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

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

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)?

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

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

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:

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

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

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):

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

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

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

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):

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

20. Is your Depository able to meet the legal qualifications and terms and conditions specified in this RFP (Required Criteria # 1):

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 the security clearance and safekeeping procedures described in this RFP? _____

23. Services and Fees Chart (Critical Criteria #1 & #2 and Important Criteria #6)

| Service | Estimated Monthly Volume | Unit Price | Extended Estimated Monthly Charges |
|---|--------------------------------------|------------|------------------------------------|
| On-line Account Maintenance View 4 accts | Daily | | |
| Statements rendered for 4 operating accts. | 4 | | |
| Average Daily Balance | \$8.0 to \$9.0 million | | |
| Account Analysis Statement 4 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 | 500 | | |
| On US Deposited Items | | | |
| Total Deposited Items | 250 | | |
| Night Drop Box Deposit | 0 | | |
| Incoming/Outgoing Wires | 5 | | |
| Positive Pay for 3 accounts | 350 | | |
| ACH Return Items | 2 | | |
| ACH Incoming credits/debits | 200 | | |
| Return Items/Reclear Items | 3 | | |
| ACH Blocking/Fraud Prevention | | | |
| ACH Filtering | | | |
| ACH Origination Items | 650 | | |
| 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 | | | |
| Value of Pledged Collateral of total combined City Balances (must be at least 102%) | | | |
| | | | |
| Total Estimated Monthly Charge | | | \$ |
| | | | |
| | | | |

**CITY OF PORT LAVACA
FINANCE DEPARTMENT**

REQUEST FOR PROPOSALS
FOR
DEPOSITORY SERVICES

ATTACHMENTS



CITY OF PORT LAVACA
 202 N VIRGINIA ST
 PORT LAVACA, TEXAS 77979

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

| | | |
|-------------------------|---|--|
| ISSUE DATE: | JUNE 15, 2022 | Request For Proposal Title |
| | | DEPOSITORY PROPOSAL |
| DATE OF CLOSING: | JULY 28, 2022 | DEPARTMENT: FINANCE |
| TIME OF CLOSING: | (No later than) 2:00 p.m. CDT | |
| SUBMIT TO: | City of Port Lavaca 202 Virginia St Port Lavaca, TX 77979 | |

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

| | |
|----------------------|-------------------------|
| Legal Name of Firm: | |
| Address: | |
| City: | |
| State: | Zip Code: |
| Contact Person: | |
| Office Phone Number: | Alternate Phone Number: |
| E-Mail Address: | Fax Number: |

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

- (a) **Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories. Pending and Resolved; Termination.** Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) Voidable Contract. Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- Partnership
- Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
- Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Calhoun County, Texas? Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Calhoun County office?

Years _____ Months _____

b. State the number of full-time employees at the Calhoun County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

REFERENCES - Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Port Lavaca or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Port Lavaca or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Port Lavaca shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Port Lavaca.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

| Type of Insurance | Amount of Insurance | Provisions |
|--|--|--|
| 1. Workers' Compensation 2. Employer's Liability | Statutory \$100,000 each accident | City to be provided a waiver of subrogation. |
| 3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability | \$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Pools. |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. | |
| 5. Crime/Employee Dishonesty (including monies and securities) | \$250,000 | |
| 6. Indemnification Bond* | \$250,000 | |

*If applicable.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND IT AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B.23, 84th Leg. Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local government entity and the vendor meets requirements under Section 176.006(a).

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.

A vendor commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1) Name of person doing business with local governmental entity.**2) Check this box if you are filing an update to a previously filed questionnaire.**

(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.)

3) Name of local government officer about whom the information is being disclosed.

Name of Officer

4) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

A. Is the local government officer name in this section receiving or likely to receive taxable income from the other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local government entity?

Yes No

ATTACHMENT J

5) Describe each employment or business relationship with the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6) Check this box if the vendor has given the local government officer or a family member of the officer one more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7) _____ Date _____
Signature of vendor doing business with the governmental entity

ATTACHMENT H
VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____

Signature

Date

Printed Name

ATTACHMENT I
PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

| Tab in Proposal | Document | Initial to Indicate Document is Attached to Proposal |
|------------------------|---|---|
| | *Submittal Cover / Signature Sheet (RFP Attachment A) | |
| | Table of Contents | |
| | Executive Summary | |
| | Sample Screen Shots | |
| | Regulatory Compliance and Criminal History Warranty (Att. B) | |
| | Respondent Questionnaire (RFP Attachment C) | |
| | Litigation Disclosure (RFP Attachment D) | |
| | Proof of Insurability (Letter and Copy of Current Certificate of Insurance (Attachment E) | |
| | Experience, Background, Qualifications | |
| | Proposed Services | |
| | Indemnification Requirements (RFP Attachment F) | |
| | *Conflict of Interest Questionnaire (RFP Attachment G) | |
| | *Vender Acknowledgement Form (RFP Attachment H) | |
| | Proposal Checklist (RFP Attachment I) | |
| | One (1) Original and Four (4) Copies of Proposal and USB=5 | |

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.