



HUNT COUNTY, TEXAS

REQUEST FOR PROPOSAL – RFP # 063-11

BANKING SERVICES DEPOSITORY SERVICES

February 4, 2011

RESPONSE DUE: March 4, 2011

TABLE OF CONTENTS

- I. Introduction
- II. Proposal Qualifications and Submission Instructions
- III. Overview
- IV. Financial Institution Qualifications
- V. Required Services
- VI. Optional Services

Attachment A: Schedule of Proposed Fees

Attachment B: Historical Earnings Rates

Attachment C: Current Bank Accounts and Average Balances

Attachment D: General County Requirements for Proposals/Contracts

HUNT COUNTY, TEXAS

REQUEST FOR APPLICATION - DEPOSITORY AND BANKING SERVICES

I. INTRODUCTION

Hunt County (the "County") is requesting proposals for a four (4) year bank depository services contract with service to begin May 1, 2011 and extend through April 30, 2015 with one possible two-year extension, if approved by the County Commissioners Court. The depository will be chosen in compliance with the Texas Local Government Code Chapter 116, the Public Funds Collateral Act, Local Government Code 2257, and the County's Investment Policy. This Request for Proposal (RFP) fulfills the requirements of those statutes.

Through this contract the County intends to minimize banking costs, improve operational efficiency, and maximize its investment capabilities. This RFP, which represents the County's cash management goals, specifies all required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and contract award provisions. All qualified institutions, as defined below, are invited to submit a proposal.

Institutions responding to this Request for Proposal RFP must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet the County's requirements as stated in the RFP.

II. PROPOSAL QUALIFICATIONS AND SUBMISSION INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

1. Local Presence

To assure a close working relationship and to facilitate services, only depository institutions with full depository service capabilities within the City of Greenville, TX to apply.

2. Proposal Format

In order to equitably evaluate each bank's ability to meet the banking service needs of the County, a standard format for all proposals is required. A response must be given to each item in Sections IV through VI of this RFP along with completion of Attachments A (fee schedule) and B (rates). Responses must be in the same order as the questions presented with a response to each question, stating acceptance of, modifications or additions to, or a statement of the inability to provide said service. Only applications submitted in the prescribed format and using the provided Attachments will be considered and evaluated for contract award. Additional explanatory information may be included as part of a proposal with appropriate references links to the tabbed supplemental information.

This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

An electronic copy of this proposal is being provided to each interested provider. Submission of the Proposal however must be in written form. A CD of the proposal should be submitted with the proposal.

3. Schedule for Proposal Submission

The County will make every effort to adhere to the following schedule.

02/04/11	Release of Request for Application
02/16/11	Deadline for questions concerning the RFP or services requested
02/18/11	Responses to any questions on the RFP provided to all proposers
03/04/11	Deadline for proposal submission
04/11/11	County Commissioners Court award of contract
06/01/11	Contract commencement

4. Proposal Submission

To be eligible for consideration under this request, a total of three (3) complete copies of each proposal shall be submitted by 3:00 pm on March 04, 2011 to the two addresses below. **Proposals received after that time by the County will not be accepted or returned.**

The proposal must be submitted in a sealed envelope or packet marked
"Sealed Proposal - Application for Banking Services Depository Services".
Opening date: 3:00pm on 3/14/11 in County Treasurer's Office.

An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 180 days from the submission date, and give full contact information regarding the proposal.

Two proposals must be delivered by mail, express mail, or in person to:
Delores Shelton, County Treasurer 903-408-4171
Hunt County hctreasurer@huntcounty.net
2507 Lee Street – 1ST Floor
Greenville, Texas 75401

One proposal must be delivered by mail, express mail, or in person to:
Linda T. Patterson 512-320-5042
Patterson & Associates Linda@patterson.net
301 Congress Avenue
Suite 570
Austin, Texas 78701

Late submissions to the County address will not be returned.

5. **RFP Questions** - There will be **no** pre-proposal conference. Questions regarding this RFP, or the services requested, will be accepted in e-mail form only, at hctreasurer@huntcounty.net on or before 3:00 pm February 16, 2011. Responses to all material questions submitted will be emailed to all known proposers by 3:00 pm February 18, 2011.

6. Selection Criteria

The following criteria will be used by the County as the weighting basis for evaluation of the proposals and the award recommendation.

- 40 % - responsiveness and ability to provide services and reports required,
- 40 % - banking services costs and earnings potential,
- 10 % - experience, references, and continuity of bank and bank officials, and
- 10 % - creditworthiness and stability of the bank.

The County will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements will be combined for evaluation of the proposals.

Award may not be made to the institution submitting the lowest price proposal. The County will choose the institution submitting the best, most responsive overall proposal to satisfy the County's needs.

7. County Rights

The County reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- accept any proposal or portion thereof most advantageous to County,
- request additional information or require a meeting with bank representatives for clarification,
- cancel, revise, and/or reissue this request for proposal or any portions thereof,
- negotiate any conditions with proposers,
- modify deadlines, and
- select any proposal deemed to be in its best interest as determined by the County.

If any provision of this proposal or resulting contract is deemed invalid, the right to retain all other provisions.

8. Proprietary Information

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the restricted information for identification.

9. Fees and Charges

The County reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of banking services during the contract period dependent upon interest rate options. The County reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the County to take advantage of changing interest rate environments.

- Because of the low rates currently, the County is anticipating initial use of compensating balances and will later consider a daily sweep of main accounts into a SEC registered money market fund, or indexed account proposed by bank.

A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges will remain at the proposal price quoted on Attachment A for the duration of the contract period regardless of changes in service volumes during the period. All fees associated with or necessary for the provision of the service must be indicated on Attachment A for subsequent billing. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate and approved by the County Auditor.

III. OVERVIEW

The County Treasurer handles banking, treasury, receivables, payroll and investment activities and the County Auditor is responsible for accounts payable, and financial reporting functions. The Auditor is responsible for the Finance Department and reports to the County Judge. The County has multiple locations and officials that require separate accounts. All or most of these may deposit and/or disburse funds. The Auditor and Treasurer share reconciliation of accounts. (Treasurer: General Operating, Debt Service, ROW and Payroll)

Attachment C shows a list of the 42 current County accounts. Activity on these accounts has been summarized on Attachment A by service volume based on six months of account analysis information. As such actual account analyses will not be made available to proposers.

The County has 427 employees and the payroll is paid biweekly with 78% of County employees paid by

direct deposit. The County will be evaluating the use of pay cards for interested employees but is not using the cards currently.

The County wants to automate banking services as much as possible for efficiency and cost effectiveness. This proposal should address automation of services where possible and cost effective.

The County currently maintains 42 bank accounts as shown on Attachment C. The County has used but is not currently using a sweep account. The average balance for all accounts over the past six months has been \$ 5.645 million

Under the proposed contract when rates increase and a sweep is considered, the primary account for each office may be established as the master account with other accounts as subsidiary ZBA accounts – if cost effective. Otherwise one sweep will be used for all accounts. The proposal should discuss the options available. If not cost effective on a monthly maintenance basis, some accounts will remain as stand alone interest bearing accounts.

The heaviest transaction activity will occur in the accounts indicated by asterisks on Attachment C. All accounts can receive some limited deposits but not on a daily basis. Wires and securities transactions occur normally in the General, Payroll, Debt Service and Tax Collections Accounts. The Payroll Account is funded by transfer from the General Account. Positive pay is presently required on four accounts. Currently partial reconciliation services are used on two accounts but may be added to additional accounts under this contract.

- Approximately \$ 1 million is processed in payables bi-monthly.
- The County has a \$1,400,000.00 a month total payroll with direct deposit for approximately 78% employees.
- Payroll is paid on a biweekly basis.

Deposits are prepared by County staff and received by the County Treasurer. The Treasurer and a Sheriff Deputy deliver the deposits to the bank for an average of twelve large separate deposits per day. The Auditor and Treasurer handles all reconciliation on the accounts but 40 statements have been required. The proposal should discuss electronic alternatives to this process.

The County currently does not sweep balances because of low rates but has in the past. Under the contract the County anticipates that it will maintain the current number of accounts but switch to an automated sweep at some point in time (probably when Fed Funds exceed 3%). The County may continue to utilize money market accounts dependent upon interest rate opportunities and will decide on the use of the account as interest rates and conditions vary. All balance decisions will be made by the County.

Any or all County funds may be maintained and invested by the County outside this contract. The County will be under no obligation to maintain funds in the bank except under a compensating balance situation.

The County will not use the depository institution for brokerage services in order to assure complete separation on delivery versus payment delivery requirements.

Primary responsibility for administration of the banking services agreement resides with the Treasurer who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP. The Treasurer will also be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of County personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the County with a similar list of authorized personnel.

IV. FINANCIAL INSTITUTION QUALIFICATIONS

To be considered the proposal must include a response to each question in this Section.

To be qualified, the Respondent must be a federally or State of Texas chartered depository institution headquartered, or with branch facilities physically located in Greenville.

1. **Creditworthiness**

In order to fulfill the County's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide the following in response to this question.

- a. Provide an audited annual financial statement for the most recent fiscal period. The financial statements may be submitted in electronic form or provided as a reference link on the internet. The bank will be required to submit an audited statement to the County each year of the contract period, as soon as it is available. Provide statement and confirm agreement to this requirement.
- b. Provide certification of the bank's most recent Community Reinvestment Act (CRA) rating by its rating agency.
- c. Provide the bank's most recent four quarters rating from an independent rating agency such as Highline, Veribanc, or comparable bank rating agency. As an alternative, supply the most recent senior and subordinate debt ratings of the holding company. The bank will be contractually liable for notifying the County within thirty (30) days of any change in any of these ratings during the contract period. Provide and confirm agreement to this requirement.

2. **Customer Service**

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through the following responses. The County is particularly interested in high-performance customer service.

- a. What is distinctive about the bank's approach to customer service? How does the bank anticipate satisfying the County's need for customer service?
- b. How many individuals does the bank have in the local bank(s) serving the County? How will the bank provide the County with relationship support for its services? What approach will be instituted to provide the optimal service?
- c. How will local service and overall contract performance be monitored?
- d. What, if anything, is distinctive about the bank's approach to customer service?
- e. How does the bank intend to support the new and ongoing automation needs of the County? How will this impact the County now and throughout the contract period, if at all?
- f. Are there any new services planned by the bank which may impact the County? When are these planned to be available?
- g. Is there any bank availability policy which differs from the availability schedule? If so, define specifically and define any elements which may delay County funds.
- h. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
- i. What support will the bank be able to offer the County in a disaster situation to maintain stable banking functions?
- j. The County requires the right to use a third party auditor to review the County's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.

- k. The Depository will be required to review the County's Investment Policy and certify to that review in accordance with Texas Local Government Code 2256. The Investment Policy can be found on www.huntcounty.net. Confirm agreement with this requirement.

3. References.

List references from three comparable Texas public entity clients (preferably counties). For each reference, include the length of time under contract, a client contact, title, email and telephone number.

4. Depository Agreement and Service Agreements

Provide a copy of all the bank's depository and service agreements which will be required to be executed under the contract for services rendered (including depository and collateral agreements). Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the County.

5. Implementation timeline.

The contract period will commence June 1, 2011. The County recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date and that all services should be transferred by August 1, 2011. Collateral should be in place three days before any funds are transferred.

- a. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.

The timeline must reflect the number of calendar days required to put the services in place or the end date of when such services will be in place and available to the County.

Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, will represent an event of default and may result in the County having the right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies the County may have for damages or other relief under law.

V. REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in this Section and all associated fees must be detailed on Attachment A. All fees for all services anticipated must be detailed on the Attachment. Add any level of detail as necessary to show all expenses.

It is the County's intent that the contract negotiated between the County and the Depository selected through this process will encompass all the services and conditions required in the RFP. Additional services offered by the Respondent may be included. The Required Services are minimum requirements, and any Respondent refusing or failing to provide such minimal services will not be considered for selection as Depository.

1. Consolidated Account Structure with Sweep Mechanism

The County has used a single sweep in the past but is not currently utilizing sweeps. Some accounts are interest bearing and traditionally fees have been paid through a combination of compensating balances and fees. A listing of the current accounts and services in use is found in Attachment C. Under this contract,

the County will require the option to pay for services on a fee or compensating balance basis dependent upon the rate environment. The County wants all its funds continuously earning at the best, then-current interest rates.

An automated, daily sweep to a money market mutual fund (or bank alternative, if applicable and competitive) should be proposed in order to reach full investment goals and to minimize collateral requirements/costs. As a sweep, an SEC registered government, or enhanced government, money market fund rated AAA by at least one nationally recognized rating service should be used. The County recognizes that money market funds are not currently an option with the low market rates but expects their use during the contract period.

Other alternatives available, especially during this low interest period, should be discussed. If the bank has a valid alternative to an SEC money market fund which is in compliance with the County's Investment Policy, it may be presented. Neither a repurchase agreement nor an off-shore account of any type is acceptable as a sweep investment vehicle.

- a. Describe the bank's ability to provide a ZBA-master sweep structure and indicate whether the individual accounts would be swept first to a master account or be swept directly from individual accounts (for interest application). Indicate your most cost beneficial structure especially considering the large number of accounts. Include classifications of accounts (ZBA or other) to be used in the structure.
- b. Describe alternatives to the sweep during this low interest rate environment before sweeps again provide a viable alternative. Is the bank offering any internal account or a rate floor on liquid funds? Describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure. If rate indexed, what is the index basis?
- c. Will sweep activity, when used, be reported on a daily detail basis (each debit and credit) or summarized on a monthly basis? Preference would be to not provide daily detail for reconciliation purposes.
- d. Will interest from the sweeps be applied at the master or individual account level?
- e. Provide the prospectus for any sweep fund alternatives. An AAA-rated, SEC registered government fund must be utilized for the sweep.
- f. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held overnight.
- g. The County may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.
- h. Will the bank assess a direct FDIC charge on the account analysis? At what rate and frequency currently?

The County may be required or may desire to open additional accounts, or change account types during the contract period. If this occurs the new accounts and their services shall be charged at the same contracted amount. Unanticipated, new services may be charged at not more than published rates.

2. Automated Cash Management Information Access

The County requires web-based, automated cash management services and daily balance reporting (inter-day and intra-day) for timely access to balance information and transactions. Currently all accounts have prior day balance access. The County requires a high degree of automation within all service areas. Imaging of all checks and image retention is required. Currently the County receives one CD monthly. Imaging of deposit slips and deposit items also is preferred. Preferably statements and account analyses will be available in electronic form along with archiving of information.

The County desires timely access to downloadable information for possible future downloading to the County's accounting software. Minimum on-line services should include online balance reporting, stop pays, positive pay, ACH, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

- a. Fully describe the bank's on-line service capabilities and systems, with examples. List system's online capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.) and describe any differentiation on transaction and summary account types.
- b. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images.
- c. Can customized reports draw across reporting modules and activities? Describe cross functionality features.
- d. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? Is intra-day information real-time or delayed? Specify.
- e. Detail the level of information available on both prior and intra-day reporting.
- f. Define the history retention/archiving features available.
- g. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.
- h. Describe the security protocol for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
- i. What are the hours of available technical support? Where is the technical support located? How is support provided?
- j. Submit samples of major screens and reports available or provide a website and sign-on information for an on-line review of all the County functions, if available. If not available, submit screen prints.
- k. What systems do you work with for downloading? (The County uses Encode.) Which information do you see downloaded?

3. **Standard Collection and Deposit Services**

Twenty-four hour deposit capability is required to accommodate County department activities. Geographically separate County departments deposit to the Treasurer and the Treasurer is then responsible for the total deposit. A Sheriff's Deputy and the Treasurer make daily deposits to the banking branch and require immediate verification. The County anticipates continuation of one daily deposit with an average of 20 individual deposits per month. Deposits include checks, coin, and currency. Credit card documents are deposited from various JP Offices and are included in the deposits.

The County operates an internal lockbox for tax payments which could change if the image lockbox Optional Service is implemented. Vault services are not currently used. All deposits are made to the branch banking center.

All deposits are batched with tapes attached. Coin/currency is rolled/strapped. The County does not encode checks. The County currently accepts credit cards for property tax payments, and in various JP Offices for fines and fee court payments.

All deposits received by the bank's established deadline must be processed same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the County at the then-current Fed Funds rate.

- a. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) vault?
- b. What deposits must be made to a vault? Where is the closest vault located? Describe the process if the vault is not located in County limits.
- c. Does the bank require deposit to the vault for any reason? Are any courier transfers necessary?
- d. What is the cost of deposit slips and deposit bags through the bank?
- e. Does the bank provide for location tracking on deposits? Describe.
- f. Is deposit reconciliation available? Describe the process and options.

- g. Does the bank require or prefer strapping and rolling? What are the cost options/benefits/requirements for separating cash and checks?
- h. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
- i. When are credit/debit advices sent to the County from the deposit locations? How are these advices sent? What delivery options are available? (Preference will be given to electronic delivery.) Are images of originals provided with each advice?
- j. Does the bank have any program to actively assist the County is collection through ACH for vendors or ongoing repetitive citizen payments?
- k. Do daily online reports include activity by account and location? Are all deposits designated by location and tracked as such through the reporting?
- l. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
- m. How and when does notification of return items take place? Provide an example.
- n. What type deposit bags are used or required?
- o. If provisional credit is given on deposit before verification, when does verification occur?
- p. How much advance notice is required on coin and currency orders? Can orders be placed on line? What is the turn-around time on orders?
- q. Describe any program available for immediate credit on coin/currency.
- r. Include a list of all the bank's deposit locations within the County's limits (banking center, branch, and vault).
- s. Price and report the total fees which would apply to the following sample deposit outlined below. (This does not reflect a normal County deposit and is used for cost comparison purposes only.)

SAMPLE DEPOSIT:

The sample deposit would be made (a) in four deposit bags, (b) with strapped where possible as shown below, (c) with coins that are not rolled, (d) with tapes attached to bundled but not endorsed checks. The breakdown on the deposit is:

Currency			
Denom.	# Straps	Loose \$	Total \$
\$100	5	\$ 300	\$ 20,300
\$ 50	6	\$ 600	\$ 15,600
\$ 20	4	\$ 340	\$ 4,340
\$ 10	9	\$ 70	\$ 4,570
\$ 5	22	\$ 175	\$ 5,675
\$ 1	50	\$ 14	\$ 2,514
			\$ 52,999
Coins			
\$.25		\$ 427	
\$.10		\$ 114	
\$.05		\$ 10	
\$.01		\$ 2	\$ 553
Checks			
	280 checks	\$140,252	<u>\$ 140,242</u>
Total Deposit			\$ 193,794

Remote Electronic Check Acceptance and Conversion

The County does not currently use remote deposit. However, the County would like to use remote deposit provided software, hardware, and output proved positive and cost effective. Under the new contract the checks would be processed initially in the Tax Department and possibly adding other remote locations during the contract period.

- A. Describe the bank's process and capabilities for remote capture. Describe equipment needs, capabilities, and limitations. A web-based system is required.
- B. Discuss and define any additional virtual collection services offered for the capture of both the check and remittance document.
- C. What is the final deposit cut-off time with remote?
- D. Are there any limitations on batch size or number of transmissions per day?
- E. If a check is accepted and subsequently returned by the bank NSF, define the process. What obligations/liabilities does the County have? The bank? How will collection be made?
- F. What options does the County have in scanners for use with the process in various volume locations? Is this equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).

4. Standard Disbursing Services

Standard disbursing capability for all accounts is required. The County requires positive pay services and prefers payee name verification.

Currently, 78% of the average 427 employees use direct deposit. Manual payroll checks are also written. Currently pay cards are not used but are discussed as an optional service later in this RFP.

- a. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
- b. Does the bank image all checks? Are all checks truncated? What options are available?
- c. The County requires that the bank shall cash free of charge all on-us checks for County employees regardless of the individual's account status with the bank. Confirm agreement with this condition.
- d. Describe any payment consolidation services available. What data transfer options are available for payment consolidation systems?
- e. Define and illustrate the payee information provided the County for single and multiple payments.
- f. What is the cost of checks bought through the bank?
- g. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.

5. Reconciliation and Positive Pay

The County requires positive pay services with complete indemnification for fraudulent checks. Payee verification is desired. Currently positive pay is used on four accounts two of which also have partial reconciliation. The proposal must provide a fully automated, web compatible transmission process. Transmissions will be made as part of each check run. Manual check information must be able to be input online.

The County will combine positive pay services with partial reconciliation services.

- a. Describe data transmission file and timing requirements for check registers. Are transmission charged by file and by detail item?
- b. Is positive pay input for manual checks available on-line? Describe fully.
- c. Is exception reporting and handling managed totally online? Describe.

- d. At what specific time is positive pay exception information reported to the County? Is e-mail notification available or must the County check for exceptions?
- e. At what specific time is the response required for County exception elections?
- f. Describe your payee verification process. What check elements are being verified by the process during clearing?
- g. Does the bank review exceptions errors for possible repair before creating a County exception item?
- h. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?
- i. Are positive pay services provided without charge when provided in tandem with reconciliation services? Describe alternatives and pricing structures available.
- j. What are the available default dispositions for payment or return? (pay, hold, do not pay)
- k. Describe your partial reconciliation services.
- l. Specify data transmission requirements.
- m. When are reconciliation reports available? How long are they maintained online? Are they downloadable? Do they contain images of checks?
- n. Provide samples of reconciliation reports.

6. Wires and Internal Transfer Services

The County currently uses wires but averages only seven incoming and no outgoing wires each month. An average of four book transfers is made monthly.

Incoming wire transfers must receive same day credit. Wire initiation and release should be available online. The County will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Can all wire transactions be initiated online? Monitored online?
- b. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?
- c. What level of authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?
- d. Is future dating of wires and transfers available? How far in advance?
- e. State wire access, posting, and cut-off times.
- f. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
- g. Can internal account transfers be processed totally on-line? Book debits/credits? Is there a fee for County internal transfers?

7. Optical Imaging

In an effort to reduce paper handling and storage, the County is focused on improving their use of imaging of documents as much as possible.

- a. Describe the bank's optical imaging process and what items are captured (checks, statements, deposit slips, deposited items, etc.)
- b. What images are available on-line? When? How long are images available on line?
- c. Are all images downloadable? .
- d. Is a monthly CD provided? When?

8. ACH Services

ACH service is currently used primarily for payroll direct deposit, some vendor payments and tax payments to other governmental entities. The County uses ACH for pool and paying agent transactions currently. The County also uses a direct debit for limited (insurance accounts) each month. ACH is not heavily used for vendor payments but the County plans to expand this use.

The County requires pre-notification and filters/blocks on all accounts. Filters are currently used on four accounts.

- a. Is online ACH service available for individual transactions as well as by transmission for batched files?
- b. What is the policy and process for handling of ACH returned items?
- c. Can ACH items and files be future dated?
- d. What specific filters and blocks are available on the accounts?
- e. What policy and process is used for file and item reversals and deletions?
- f. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? Does access to this information require access to additional, specific EDI modules?
- g. Will the County incur a transmission and/or file processing fees for on-line individual ACH transactions?

9. Safekeeping Services

The County is not currently purchasing securities but has the ability to do so. Therefore it needs safekeeping services available through the depository. All County investments are made by the County Treasurer and instructions for safekeeping would be given to the bank by an authorized individual in writing. The bank will be required to provide book-entry safekeeping services itself or a correspondent. Correspondent processing is not preferable.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented. All interest payments and maturities shall be given immediate credit.

The County anticipates an average of between five securities in FRB safekeeping at any time when used. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the County within one business day.

The bank's brokerage services will not be used for investment purchases in order to perfect DVP unless DVP can be proven sufficiently to the County.

Certificates of deposit may be purchased from the bank but these will be on a competitive basis only.

- a. Does the bank provide safekeeping services? Are there any plans to cancel this service in the next four years?
- b. Is online information available for securities? Describe.
- c. Describe bank safekeeping arrangements proposed. Identify any correspondent bank used for custody. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional County actions required.
- d. Are services bundled under safekeeping by cusip or Par amount or are charges made for individual clearing, safekeeping and income distribution?
- e. How are safekeeping fees charged? Hard charge or on the account analysis?
- f. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?
- g. What time are delivery instructions required? Is there a fee charged for late instructions.

11. Collateral Requirements

The County recognizes the special FDIC coverage conditions currently in place until 12/31/12. It anticipates that only funds targeted for compensating balances will be held as non-interest bearing. Remaining funds will be collateralized.

The County requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the County falls under provisions of the Public Funds Collateral Act

(Texas Government Code Chapter 2257) with additional restrictive County requirements. If funds are, for any reason, not swept all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the County. Authorized collateral will include only:

- Obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities, which pass the bank test.
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.

All securities pledged to the County will be held by a County approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and daily monitoring and maintenance of margin levels. (Preferably the custodian would provide market values on the securities.) The custodian is required to provide a monthly report directly to the County on the collateral pledged.

The collateral agreement (or depository agreement detailing collateral requirements) shall be executed under the terms of FIRREA by the bank and the County (and Custodian if feasible) and approved by resolution of the bank's Board or Loan Committee. If the Federal Reserve is used as custodian the Circular 7 Pledge Agreement will be executed and appended to the agreement.

If collateral pooling is offered by the depository, the County reserves its voluntary right to chose or not to choose this pledging mechanism. A full evaluation of the pooled collateral program offered will be made by County staff and presented to the County Commission based on risk and cost considerations before final decisions are made. The County intends to minimize collateral costs through use of the sweep mechanism.

The following conditions must be met.

- Collateral must be held in an independent third party bank approved by the County outside the bank's holding company.
- Initial collateral will be provided for the County five days prior to deposit of funds in accordance with State law.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the custodian and the Custodian will prepare a report of collateral pledged including description, par, and cusip monthly directly to the County (market value is not required). The monthly report will not come from the Bank.
- Substitution rights will be granted if the bank/custodian obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Collateral value will be maintained during substitution at 102% or above.
- The bank shall execute a tri-party safekeeping agreement with the County and the custodian for custody of pledged securities in full compliance with FIRREA. If the Federal Reserve is used as custodian a Pledge Agreement will be executed and appended. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.

- a. Confirm agreement to all the collateral conditions stated above.

12. Account Analysis

A monthly account analysis report shall be provided for each account and on a consolidated account basis.

- a. Provide a sample account analysis.
- b. State when the analysis will be available each month.
- c. Is the analysis provided online? When? How long is the analysis maintained on-line?
- d. Is the analysis also imaged on the monthly CD-ROM?

13. Monthly Statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

- a. Provide a sample statement.
- b. When and how are statements available? Are statement provided in both paper and electronic formats?
- c. When is the statement available online?
- d. How long are statements maintained online?

14. Account Executive

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the County account to coordinate services and expedite the solution of any problem. The account executive should meet with County staff annually, at a minimum, on banking matters.

- a. Provide the outline for the client support structure to be provided the County by the bank. What level of support is provided by the local representative?
- b. Provide the name and title of the proposed account executive and backup.
- c. How are technical or operational problems, questions, or changes to be handled?

15. Overdrafts

Every effort will be made by the County to eliminate net aggregate daylight and overnight overdraft situations.

- a. State the bank's policy regarding aggregate overdraft charges and the fees, if any.
- b. Is an overdraft based on collected or ledger balances?

16. Stop Payments

The County currently averages 2 new (online) and 10 renewal stop pays a month. An automated input process is required.

- a. Describe the online stop pay service.
- b. How long do standard stop pays and renewals remain in effect? What time options are available?
- c. How is a stop pay renewal or cancellation accomplished?
- d. What is the deadline for same day action?
- e. Will the on-line system verify if the check was cleared before accepting the stop pay?

VI. OPTIONAL SERVICES

The proposal must include a response to each question in this section and all fees associated with the two services must be shown on Attachment A. If the service is not available respond as "Not available".

The County continually investigates new services for use and possible inclusion under its banking services contract. The following services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use during the contract period.

The County will make its determination during the contract period as to whether a particular service will be used. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

1. Pay Cards – Stored Value Cards

The County currently does not utilize stored value cards (as pay cards or for other uses) but will consider it during the contract period especially for payroll. Users must have the ability to use the cards at point-of-sale as a debit card and/or for cash withdrawals at financial institutions and ATMs.

The purchasing ability of the cards must be limited to the stored value of the card. The County is authorized to assess fees from the user for issuing the stored value cards. The County must provide an opportunity for card holders to access the total amount of their funds either through ATM withdrawals or counter presentation without incurring a fee at the bank's own facilities.

The County will have total discretion on the distribution of the cards. The banking institution is required to provide card holders with all processing and transaction information. Services expected from the bank would include at a minimum:

- embossing, encoding and distributing cards as directed by County
 - provision of electronic statements to cardholders via on-line web access
 - administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking
 - customer service functions
- a. Does the bank currently provide stored value cards or a comparable service? How long has this process been available?
 - b. How many customers use the service? Provide three public references.
 - c. Which program (authorization mark) does your program use? (Visa, MasterCard, etc.)

2. Image Lockbox

During the contract period, the County may be interested in initiating image lockbox for tax collections. The lockbox would be used for tax collections which are heaviest in December through February. There are 70,000 tax accounts currently.

- a. Where is the lockbox facility located? What/which post office options are available for use? Who performs the fine sort, the bank or the post office?

- b. What address (city location) would, or could, be used for remittance on each?
- c. Describe the flow and processing at the facilities.
- d. Describe the different methods by which deposit and balance information is made available.
- e. By lockbox facility, detail whether the mail is picked up or delivered directly to the facility? How many times daily? How many hours of operation each day?
- f. Describe the major components of the overall process focusing on funds availability and quality control. How many deposits are made daily?
- g. Is image processing currently included? Are there additional imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?
- h. How are the fees set for lockboxes? Describe each fee type.
- i. Will mail be processed on all shifts including weekends?
- j. Can the bank combine multiple deposits to a single ledger credit for statement purposes? Can you provide the multiple deposit information?
- k. What are the bank's ledger cut-off times?
- l. Does the bank process wholesale and retail lockbox on the same equipment? If so, how are payments prioritized?
- m. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.
- n. Provide the names, contact names and telephone numbers of at least two comparable lockbox clients for the lockbox facility.
- o. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?
- p. Describe any future plans for enhancements to the service and the dates these should be available.
- q. Describe how availability will be computed.
- r. Who retains liability for the deposit?
- s. Describe the data transmission protocol process (BAI, 823, 820, or other) and provide sample reports to be received, if any. Is their full MICR capture?
- t. What is the earliest transmission time that information is available on the daily deposit(s)? Intra-day? Is this information available online?
- u. On any given day, at what time can the bank report the total amount to be credited to the designated account? Does this include same-day; one-day and two-day float information?
- v. How long before the notification deadline do you stop accepting/processing incoming mail?

ATTACHMENT A - BANK SERVICES PROPOSED FEE SCHEDULE

HUNT COUNTY 2011

All Accounts Summary

Note: Include fees for all categories necessary to provide the service to the City.

Supply AFP Code and any clarification on fees, as applicable.

Fees not included are not to be charged during the contract period.

	Service	Unit Basis	Avg Volume	Proposed Item Fee	Information/Notes (as applicable)
	Account Services				
	Average Ledger Balance		5,645,512		
010000	Account Maintenance Fee	Per account	42		
010000	Subsidiary Account Maintenance	Per account			
010000	Money Market Account Maintenance Fee	Per account			
010000	Interest Bearing Accounts Maintenance Fee	Per account			
010020	Investment Sweep Maintenance	Per account/Per Mo			
010112	Dr/Cr Sweep Transaction Fee	Per item			
010021	ZBA Account - Subsidiary				
010100	Checks/Debits Posted	Per item	1,626		
010101	Credits Posted	Per item	236		
00210	Negative Collected Balance Fee	Per item			
150340	Overdraft Item Returned	Per item			
150341	Overdraft NSF Item Paid	Per item			
010307	Statement Cycles		2		
010000	DDA Statement with Images	Per month			
010310	Printed Statement	Per item	39		
10308	Imaged E-Statement	Per item			
	Overdraft NSF Item Paid	Per item			
	Automated Services - Balance & Detail				
401004	Account Maintenance Fee (45 Day History)	Per account/mo	37		
400002	Online Reporting Client Maintenance Fee-Basic Banking	Per relationship	1		
400002	Online Reporting Maintenance -Additional Accounts	Per account			
400000	User Module Fee		23		
400699	Online Access Maintenance Fee	Per account/overall			
400699	Online Access Subscription Fee	Per month	24		
151352	Online Viewing < 90 days	Per month			
151352	Online Viewing > 90 days	Per month			
400052	Previous day Reporting	Per account			
400051	Previous Day Dr/Cr Items	Per item			
400003	Intraday Subscription Mo Base	Per item			
400055	Current Day Reporting	Per item			
400054	Current Day Items	Per item			
400699	Transactions Loaded	Per item	2,130		
999999	Automated Check Services - Maintenance	Per item			
150400	Search Capability	Per account			
400222	Event or Alert Messaging Service - E-mail	Per account			
151352	Online Image View Maintenance	Per account	1		
151351	Image Capture per Image	Per item	1,530		
151352	Image Retrieval per Retrieve	Per item	3		
159999	Image Retrieval - per image	Per item			
159999	Image Retention Per Item	Per item			
159999	Special Report Fee	Per item	1		
151353	CD ROM Media	Per item	1		
151399	CD ROM Items	Per item			
151353	CD Paid Check Image				
159999	CD ROM Maintenance	Per item	1		
	Branch Deposits				
100000	Commercial Account Maintenance	Per account			
100500	Branch Credits Posted	Per event	284		
100000	Branch Immediate Verification	Per item	583,728		
100007	Branch Deposit Post Verification	Per item	3,526		
100015	Branch Deposit - Currency	Per \$\$			
100210	Deposit Location Reporting				
100500	Items Deposited - Credits Posted	Per deposit			
100000	Credits Posted	Per item			
100220	On-us Items	Per item	1,477		
100224	Transit	Per item	8,482		
100228	Encoding Charge	Per item	9,916		
100999	Foreign Check Deposit (CAD)		1		
150100	Paper Check Return Maintenance		30		
159999	Paper Check Return	Per item	1,511		
999999	PWS - Check Services Maintenance		22		
999999	PWS Statements		1		
999999	PWS Recon Reports/Statements		24		
999999	PWS Email Notification of Exceptions		4		
100230	Branch Deposit Correction	Per item	2		
100048	Branch Order Currency Strap	Per item	2		

	Service	Unit Basis	Avg Volume	Proposed Item Fee	Information/Notes (as applicable)
100001	Branch Order Processed	Per item	1		
100044	Branch Coin Roll Furnished	Per item	2		
100400	Return Item - Chargeback	Per item	17		
100400	Return Item Special Instructions	Per item			
100401	Return Items-Special Inst. Monthly Base	Per item			
100402	Deposit Return Redeposit Reclear	Per item	22		
100420	Return Item with maker name	Per item			
100402	Return Item Redeposited	Per item			
100499	Return Fax Copy	Per item	14		
100400	RCK Chargeback Return Item	Per item			
100402	RCK Reclear Return Item	Per item			
100401	RCK - Future Dated Return	Per item			
100499	Return Image				
150320	Check Exception Return	Per item			
159999	Check Photocopy Retrieval	Per item			
	Remote Deposit Services (New Service - estimated volumes supplied)				
010010	Remote Deposit Maintenance	Per account/mo.			
001010	On-us Item Capture	Per item			
001010	Off-Us Item Capture	Per item			
001010	Remote Capture Items Deposited	Per item			
001100	Transmission	Per transmission			
001110	Transmission Detail	Per item			
	Vault Services				
100100	Vault Deposit - Base Fee Processing	Per item			
100100	Vault Deposit - Standard	Per item			
100012	Vault Deposit Non-standard Bag	Per item			
100102	Vault Deposit - Fed Ready (Full Order Strapped)	Per item			
100199	Vault Currency/Coin Deposited	Per \$\$			
100111	Vault Deposit Partial or Mixed Bag	Per item			
100220	Vault Deposited Checks - On-Us	Per item			
100222	Vault Deposited Checks - Local Clearing	Per item			
100225	Vault Deposited Checks - Regional	Per item			
100224	Vault Deposited Checks - Transit	Per item			
100400	Vault Deposit - Change Order	Per item			
100501	Vault Deposit Adjustment	Per item			
	Disbursement Services				
150100	DDA Checks Paid	Per item			
150501	Commercial Check Cashing	Per item			
	ACH Processing				
250000	ACH Account Maintenance	Per month	3		
250000	ACH Online Maintenance	Per month	3		
250101	ACH Debits Originated	Per item	19		
250101	ACH Credits Originated	Per item	1,309		
250102	Internet ACH One Day Item	Per item			
250102	Internet ACH Two Day Item	Per item			
250202	ACH Received Item	Per i			
250200	ACH Debits Received	Per item	82		
250201	ACH Credits Received Electronic Credits Posted)	Per item	232		
250120	ACH Addenda Records (originated/received)	Per item	21		
251071	ACH Notification of Change	Per item			
250070	ACH Return Fax Notification	Per item			
250199	ACH CR Originated Night Cycle	Per item			
250302	ACH Return	Per item	1		
250302	ACH Return Items DR/CR	Per item			
250401	ACH Fax NOC	Per item			
250401	ACH E-mail Notification	Per item			
250500	Internet Batch Release ACH	Per item			
250500	ACH File Transmission	Per item			
250501	ACH File Processing	Per Item			
250622	ACH Exception Process - Duplicate File	Per item			
250640	ACH File Delete/Reversals	Per item	1		
250710	ACH Fax Service	Per item			
251050	Fraud Filter/Block Maintenance	Per account	4		
251050	Fraud Filter Online Filter Mo Base	Per account			
251051	Filter/Block Authorized ID (filter on DR block)	Per item	7		
251053	Filter/Block Filter Review Item	Per item			
259999	Filter/Block Report	Per month			
	Filter/Block Notification of Change		11		
	Filter/Block Fax NOC		11		
	Positive Pay with Reconciliation Services				
150030	Positive Pay Monthly Maintenance with Partial Recon	Per account/month	4		
150030	Positive Pay Monthly Maintenance without Recon	Per account/month	2		
	Positive Pay Items without Recon		250		

	Service	Unit Basis	Avg Volume	Proposed Item Fee	Information/Notes (as applicable)
150723	Positive Pay Exception - Image	Per item	5		
	Image Capture	Per item	1,580		
150122	Payee Name Image Reviewed Item	Per item			
150129	Positive Pay Exceptions - Checks Returned	Per item			
150030	Positive Pay Exceptions Online	Per item			
150210	Issue Match (Payee)	Per item			
200200	ARP Register Input online	Per item			
200201	ARP Partial Positive Pay Issue	Per item			
200300	Issue Input with Reconciliation	Per item			
209999	ARP Exceptions	Per item	13		
200210	ARP Manual Key Entry	Per item	14		
200305	ARP Online Statement statement mo base	Per item			
200301	ARP Outgoing File	Per item			
200320	ARP Fax Fees	Per item			
200305	ARP Statement Monthly - Automated	Per month			
209999	ARP Aged Issue Records On File	Per item			
200020	Partial Recon Maintenance	Per account/month	2		
200120	Partial Recon Detail	Per item	815		
200399	Excessive ARP Rejects				
200301	Recon Output File Transmission	Per item			
200201	Recon Output Detail Transmission	Per item			
	Stop Pays				
150410	Stop Pays - Automated	Per item			
	Stop Pay - Electronic	Per item	2		
150510	Stop Pay - Automatic Renewal	Per item	10		
	Wires and Transfers				
350300	Incoming - domestic Straight - Fed Credit Electronic	Per item	7		
350541	Incoming/Outgoing Repair	Per item			
350104	Outgoing - repetitive - automated, domestic Debit S/T	Per item			
350101	Outgoing - non-repetitive - automated, domestic	Per item			
250700	Book Debit S/T - Electronic	Per item			
250700	Book Credit	Per item	1		
350121	Book Transfer	Per item	4		
350551	Template Storage	Per item			
	Securities Custody Services				
459999	Service Monthly Maintenance Custody	Per item			
459999	Clearing Fees	Per item			
459999	FRB	Per item			
450102	DTC	Per item			
450499	Safekeeping Fees	Per item			
450499	FRB	Per item			
450111	DTC	Per item			
450102	Custody per Cusip/Holding	Per item			
450102	Income Collection to DDA	Per item			
459999	Income Collection - Coupons	Per item			
459999	Income Collection - Maturities	Per item			
459999	Income Collection - Calls	Per item			
	OPTIONAL SERVICES				
	Pay Cards	Per item			
060001	Monthly Maintenance	Per card			
060220	Initial Card - Generic				
060100	Enrollment Fee	Per card			
060900	Inactivity (Dormancy) Fee	Per card/month			
	<i>Service Costs to Card-carrier</i>				
060320	ATM Cash Withdrawal	Per item			
060404	Cash advance OTC	Per item			
060403	ATM Balance inquiry	Per item			
060322	PIN Purchase	Per item			
060322	Non-PIN Purchase	Per item			
	Scannable (Image) Lockbox				
050020	SNLB Maintenance	Per item			
050100	SNLB Wholesale Item	Per item			
050100	SNLB Item Non-Scannable				
05011L	SNLB Paper Delivery Preparation	Per item			
05011M	SNLB No Check Item	Per item			

**ATTACHMENT B - HISTORICAL RATES
HUNT COUNTY, TEXAS**

Bank Name _____ -

Earnings Credit Rate (ECR)		
Month/Year	Rate	Notes, if applicable
Feb-10	0.000%	
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
	0.00%	

Interest Bearing Accounts		
Month/Year	Rate	Notes, if applicable
Feb-10	0.000%	
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
	0.00%	

Money Market Accounts		
Month/Year	Rate	Notes, if applicable
Feb-10	0.000%	
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
	0.00%	

Sweep Alternative(s)		
Month/Year	Rate	Notes, if applicable
Feb-10	0.000%	
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
	0.00%	

ATTACHMENT C

**HUNT COUNTY ACCOUNTS
as of 12/31/10**

1	Group Relationship Account
2	Jennifer Lindenzweig Hunt County Clerk
3	Hunt County Juvenile Probation Clearing
4	Stacey Landrum District Clerk Trust Account
5	Stacey Landrum District Clerk
6	Sheila Linden Hunt County JP Special Account
7	Sheila Linden JP Small Claims Account
8	Jennifer Lindenzweig County Clerk Trust Fund
9	District Attorney Fee Fund
10	Hunt County Community Supervision Corrections - Operating Acct
11	Hunt County Community Supervision Corrections - Restitution Account
12	Hunt County Community Supervision Correction - District Fund
13	Hunt and Rockwall Juvenile Probation Services-Commission Fund
14	Hunt County Inmate Trust Fund
15	Hunt County Treasurer - Payroll Account
16	County of Hunt I&S Fund
17	County of Hunt Right of Way
18	Hunt County Sheriff's Office Crime Control
19	Hunt County Sheriff's Office - Friends of the Sheriff
20	County of Hunt Jail Commissary
21	Hunt County Sheriff's Office - Special Account
22	Joel Littlefield Hunt County Attorney - Restitution
23	Joel Littlefield Hunt County Attorney - Office Fee Fund
24	Barbara Wiggins Hunt County Tax Assessor - Certificate of Title
25	Barbara Wiggins Hunt County Tax Assessor - Sales Tax Account
26	Barbara Wiggins Hunt County Tax Assessor - TX Parks & Wildlife
27	Barbara Wiggins Hunt County Tax Assessor - Tax Assessor/Collector
28	Barbara Wiggins Hunt County Tax Assessor - Alcohol Beverage Acct
29	Barbara Wiggins Hunt County Tax Assessor - Special Collections
30	Barbara Wiggins Hunt County Tax Assessor - Special Inventory Account
31	Barbara Wiggins Hunt County Tax Assessor - Tax Collector Fund
32	Barbara Wiggins Hunt County Tax Assessor - Highway Account
33	Hunt County Sheriff's Office - Evidence Account
34	Jennifer Lindenzweig Hunt County Clerk - CR Online Payment Account
35	Hunt County Community Supervision & Corrections Dept.
36	Sandy L Berger JP - Small Claims Account
37	Sandy L Berger JP - Special Account
38	Hunt County Treasurer - Sheriff's Office Holiday Fund
39	Hunt County Treasurer - Shady Grove WS Grant Fund
40	Hunt County Treasurer N Hunt Water Supply Co.
41	Hunt County Tax Assessor - Mobile Home Escrow
42	Hunt County Hickory Creek SUD

ATTACHMENT D

**HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OTHER DATA CONTAINED HEREIN.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONTRACT OBLIGATION

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners' Court must sign the contract before it becomes binding on Hunt County or the offeror. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in §15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple offers for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS**

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex Gov't Code Ann. § 522.137, as amended, and shall survive termination of this agreement. This consent shall apply to the e-mail addresses provided by the Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the proposer. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the proposer to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance. All proposals are subject to negotiations by the Purchasing Agent and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is NOT the only criteria for making a recommendation All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This proposal invitation is governed by the competitive bid/proposal requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this proposal shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, State of Texas.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this proposal.

**HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS**

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Purchasing Agent.

TERMINATION

Hunt County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice to either party unless otherwise specified.

**HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS**

TESTING

Hunt County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

VENUE

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 05/10