

City of Mesquite, Texas

Request for Proposals: Bank Depository Agreement

RFP No. 2021-075

Issue Date: March 22, 2021

Due Date and Time: May 4, 2021 2:00 PM Central Time

Receipt Location:

City of Mesquite
Purchasing Office – Attn: Ryan Williams
Mesquite Municipal Center
1515 N. Galloway Ave.
Mesquite, TX 75149-0137



Bank Depository Agreement

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ADVERTISEMENT FOR PROPOSALS

The City of Mesquite will receive separate sealed proposals for the following item at the office of the Manager of Purchasing. Proposals will be received and publicly acknowledged at the location, date, and time stated below. Only the name of the proposers responding to this request for proposals shall be read aloud.

RFP NO.: 2021-075

PROPOSAL TITLE: Bank Depository Agreement

OPENING DATE: May 4, 2021

OPENING TIME: 2:00 P.M. CST

The City of Mesquite, Texas (City) seeks proposals from qualified financial institutions to serve as the Depository Bank (Vendor) for the City and to provide banking services to the City for a contract period of three (3) years beginning October 1, 2021. Services provided will be in accordance with the Bank Depository Contract and supplemental agreements executed between the City and the Bank.

This Request for Proposal (RFP) outlines the bid procedures, scope of banking services to be provided, and information about the size and nature of City accounts. The objective of this request is to identify the banking institution that can offer the highest quality service at the lowest cost to the City. Each bidding bank will be subjected to credit worthiness tests to ensure the safety of public funds.

The Request for Proposals and Attachments may be obtained beginning Monday, March 22, 2021 in the office of the Manager of Purchasing located in the Municipal Center located at 1515 N. Galloway Avenue, Mesquite, Texas 75149. The documents are also available on the City's website at www.cityofmesquite.com on the Purchasing page. Interested parties shall submit information as specified in the Request for Proposals to the City of Mesquite before 2:00 PM Central Time on May 4, 2021. Further information or questions can be addressed to Ryan Williams, Manager of Purchasing at purchasing@cityofmesquite.com.

Until the final award by the Mesquite City Council, said Council reserves the right to reject any or all bid proposals, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said Council will be realized herein. No bid may be withdrawn for a period of at least 270 days after the actual date of opening thereof.

CITY OF MESQUITE

Ryan Williams, Manager of Purchasing

ADVERTISE: March 22, 2021 March 25, 2021



1.0 RFP Introduction and Background

1.1 Introductions

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying the City of Mesquite's need of a qualified financial institution to serve as the Depository Bank for the City and to provide banking services to the City. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. After the evaluation team has selected the financial institution that meets the City's needs, the City may then enter contract discussions with the selected proposer. In additional to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluations and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor", "offeror", and "proposer" are considered to have the same meaning to the City.

1.2 About Mesquite

The City of Mesquite, Texas, is located in eastern Dallas County, with its corporate limits adjoining the corporate limits of Dallas for a distance of about eight miles. The old downtown section of Mesquite is approximately 13 miles from downtown Dallas. The incorporated area of Mesquite is presently 45.972 square miles. The City has 17 departments and approximately 34 budgeted funds with annual revenues exceeding \$265,000,000.

The City of Mesquite provides a full range of services, including police and fire protection, streets, health and sanitation services, libraries and recreation, public improvements, planning and zoning, and general administrative services. Additionally, water and sewer utility services, drainage utility services, golf course and the municipal airport are provided under an enterprise fund concept, with user charges set by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt where applicable. Certain public safety, transportation, and parks and recreation services are provided through a legally separate Quality of Life Corporation, which functions, in essence, as a department/fund of the City of Mesquite.

The City of Mesquite is a Home Rule City operating under a Council-Manager form of government. The City Council consists of the Mayor and six Councilmembers. Councilmembers serve a two-year term and are responsible for appointing the municipal court judge, city manager, city attorney, city secretary and members of various boards and commissions. The Mayor is elected at large. Councilmembers for place 1 through 6 are elected by the qualified voters of their respective districts. The City Manager serves as the administrative head of the municipal government and is responsible for the efficient administration of all departments and seeing that all laws and ordinances of the City are enforced.

The City of Mesquite went through an ERP system implementation in 2013 and continues to stay current in its technical and applications environment. Below describes the current state of the City's Technical Environment and Applications Environment.

Current Technical Environment:



- Desktops are Dell Core i5, 16GB, 24" widescreen running Windows 10 64bit
- Server infrastructure is VMware running Windows 2016 64bit or Windows 2019 64bit
- Preferred database is Microsoft SQL 2016
- Supported web browsers are Edge and Chrome
- Microsoft Office environment is Office 365 and Office 2019
- Microsoft GCC Office 365

Current City Applications Environment:

- For Core Financials, General Billing and Utility Billing, the City uses MUNIS Financial System, a product of Tyler Technologies, Inc.
- For Municipal Court functions, the City uses Incode, a product of Tyler Technologies, Inc.
- For Cash Receipt functions, the City uses Tyler Cashiering System, a product of Tyler Technologies, Inc.
- For licenses, permits, inspections, etc., the City uses EnerGov, a product of Tyler Technologies, Inc.

1.3 Objectives

The City of Mesquite is seeking a qualified financial institution to serve as the Depository Bank for the City and to provide banking services to the City. The goal is to identify the banking institution that can offer the highest quality service at the lowest cost to the City for a contract period of three (3) years beginning October 1, 2021, with an option to renew for an additional two (2) year period upon mutual agreement by both parties as to terms and conditions.

1.4 No Obligation

The inquiry made through this RFP implies no obligation on the part of the City of Mesquite.

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	March 22, 2021 & March 25, 2021
Deadline to Submit Vendor Questions	April 5, 2021
Final Addendum for Questions Published	April 12, 2021
Deadline for Proposal Submissions	May 4, 2021
Council Award	July 6, 2021
Effective Date of Contract	October 1, 2021

1.6 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.



1.7 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to experience, integrity, reliability, capacity, credit worthiness, cost and other factors required to provide the services defined by the RFP.

The institution submitting the proposal must be a federal or State of Texas chartered banking institution with banking facilities located within the city limits of Mesquite with the ability to qualify as a depository for public funds in accordance with state and local laws and with the ability to offer the full range of banking services required by the RFP. Requirements for depositories of municipal funds are established by State law under Chapter 105 of the Local Government Code of Texas.

1.8 Incurred Expenses

Neither the City of Mesquite nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response.

1.9 Questions and Inquiries

Ryan Williams, Manager of Purchasing will be the point of contact for all aspects of this RFP; Ryan can be reached by email at: purchasing@cityofmesquite.com. All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. Questions and answers will be publicly published to the City's website in accordance with Section 1.11, Amendments and Addenda. Only questions and answers publicly published through addendum shall be binding. The deadline to submit questions for response is 5:00 p.m., Monday, April 5, 2021.

1.10 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for clarifications and discussions as deemed necessary.

1.11 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on April 12, 2021.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for proposal submissions on May 4, 2021.



2.0 Scope of Banking Services

2.1 Contract Terms

The selected bank shall be designated as the City's depository for a three (3) year period beginning October 1, 2021 with an option to renew for an additional two (2) year period upon mutual agreement by both parties as to terms and conditions. The Depository Bank Contract will be awarded to the bank whose proposal conforms to the RFP specifications and is the most advantageous and cost effective to the City.

The following table contains the list of agreements that will be executed between the designated bank and the City effective October 1, 2021.

Table 02: Service Agreements

No.	Service Agreement
1	Treasury Service
2	Government Banking Services
3	Depository Safekeeping
4	Wire Funds Transfer
5	Collateral Custodial
6	Controlled Disbursement Service
7	ACH Services
8	Account Reconciliation
9	Positive Pay and Payee Positive Pay
10	Vendor ACH Payment
11	Image Cash Letter Deposit
12	Information Reporting
13	Return Check Services
14	Electronic Bill Payment Consolidation Service

Additional contracts and agreements relating to the normal conduct of banking transactions may be required during the term of the Bank Depository Contract. All supplemental contracts and agreements to the Bank Depository Contract must be approved as to both form and content by the Director of Finance. All supplemental contracts and agreements will be attachments to the Bank Depository Contract.

The Bank must execute a Bank Depository Contract within ten (10) business days after being awarded by City Council. The City may give notice to the Bank of the City's intent to select the next most qualified proposing bank or call for new proposals, whichever the City deems most appropriate in the event a contract fails to be executed within the time frame.

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. The designated depository shall provide the City ninety (90) days prior written notice of its intent to terminate any agreement.

Upon being awarded the contract, the Depository Bank shall provide a Representative who is properly authorized to enter into contract on behalf of the proposing entity and must manually sign proposals in ink. The person signing proposal must indicate his/her title along with signature. Upon being awarded the contract, both the



Depository Bank and the City shall designate, in writing, an individual to be the official contact person for all questions and correspondence.

2.2 City Accounts

The City currently has three (3) bank accounts. If the City develops a need for additional accounts or services during the term of the depository agreement, those new accounts or services shall be provided with the same conditions that apply to existing accounts at the time. The City will be responsible for the printing of all checks required on its accounts. A copy of the design of its checks will be provided to the depository for approval of specifications. A summary of currently used accounts and transactions are as follows:

Table 03: Summary of Accounts

	Table 03: Summary of Accounts			
No.	Account	Description		
1	Pooled Cash Account	This account serves as the City's cash concentration account that funds, on a daily basis, the accounts payable controlled disbursement and payroll zero balance accounts. It represents the combined cash balances of over 100 individual operating, debt service, trust and capital project fund accounts. All the City's deposits, electronic funds transfers, and investment transactions are processed through this account. (Refer to Attachment B - Average Account Balances). Receipts are deposited daily into this account averaging over \$1,500,000. The majority of the transactions are payments on the City's 40,000 plus utility accounts and payments for fees and fines from municipal court, library, recreation, and inspection activities. The City collects property taxes for Mesquite Independent School District. Collections for property tax payments on approximately 53,000 tax accounts are deposited daily into this account. The current combined City and school tax levy is in excess of \$200 million and the majority of the payments are received in November through February of each year.		
		All investment transactions are conducted through this account. The investment portfolio for the City averages \$160 to \$190 million. (Refer to Attachment C – Investment Summary). The bank must have the capability of receiving and sending wire transfers, ACH transfers, and direct deposits through this account.		
2	Payroll Account	The City has a bi-weekly payroll for an average of 1,300 employees with a net payroll amount of approximately \$2,100,000.		
3	Accounts Payable Account	All disbursement activities for payment of City vendors, with the exception of medical claims, are processed through this account. Checks average approximately 1,600 per month and EFTs average approximately 450 per month for this account.		

2.3 Required Services

Required banking services are listed below. These required services are listed on the Attachment E – City Depository Bid Response Form along with an estimated monthly volume.

1. Concentration/Pooled Account - The City maintains a concentration account for the purpose of concentrating its cash balances on a daily basis. Incoming and outgoing wire and ACH transfers will be



made to and from the concentration account principally for investment transactions and all other operating activity.

- 2. Zero balance Account (ZBA) This account will be used for City employee payroll checks and direct deposits. Deposit transfers will be made to the zero balance accounts from the concentration account when checks and drafts are presented for collection. The deposit transfers will be made daily and the zero balance accounts should carry a balance of zero at the end of each business day.
- 3. Controlled Disbursement Accounts (CDA) These accounts will be used for City vendor check payments. The controlled disbursement service will provide notification of the dollar amount of checks that will be presented against the City's account. These presentments will have a daily cutoff time that is early enough to provide adequate time for cash funding.
- **4. Online Daily Balance Reporting/Information Reporting** The City requires daily availability to account balances for cash management purposes. The daily reporting information should include closing, opening and collected available balances along with any float deposits. These reports should be online on a secured website that is accessible at any time of the day.
- 5. Payroll Automated Clearinghouse Payments (ACH) The City requires direct deposit of payroll to its employees. Approximately 1,240 employees currently participate in this program. Certain Federal and State paying agencies also utilize ACH transfers in depositing and withdrawing City funds. There are also several utility deposit vendors that utilize ACH services as well.
- **6. ePayable—** The City currently issues prepaid debit cards for all employees that do not have an active bank account in which to directly deposit payroll. The City is looking to expand this program to grant program participants.
- 7. Wire Transfers Incoming and outgoing transfers will be performed through the Fed wire system.
- **8. Debit and Credit Memos** The awarded bank will forward original debit and credit memos for adjustments, corrections, or transfers to the City within twenty days of the original transaction.
- 9. Account Analysis The awarded bank will provide an account analysis statement on a monthly basis detailing ledger balance, collected balance, compensating balances required, monthly activity and charges, earnings credit and other information necessary for computation of monthly service charges or earnings. The bank should be able to provide oral or written information concerning the City's accounts, check status and general information as requested by designated City personnel.
- **10. Deposits** The City prepares an average of 220 deposits monthly into its pooled account and requires two part deposit slips and tamperproof bank bags for these deposits. Cash and checks that cannot be read by image cash letter are deposited by armored car to the central bank's vault. Check images that were captured by image cash letter are transmitted to the bank for same day credit.
- 11. Account Reconciliation Services The City currently utilizes full account reconciliation services for its two controlled disbursement and zero balance accounts. The City receives an electronic reconciliation file of cleared checks each month to be imported into the City's current financial system, MUNIS.
- **12. Positive Pay and Payee Positive Pay** The City uses positive pay and payee positive pay services in conjunction with full account reconciliation.
- **13. Check Imaging** The City currently receives check images electronically from the bank on a monthly basis for the City's three accounts. These electronic files are received each cycle and contain all checking information for that period.



- **14. Return Items** Return items currently average 30 per month. The City currently uses Electronic Check Representment (RCK) for return items.
- **15. Check Cancellations and Stop Payments** The City cancels issues on a regular basis. Stop payments are issued on a rare occasion. These services can currently be performed online.
- 16. Safekeeping Services The Bank will serve as the primary custodial agent for the City. Services to be provided include the safekeeping of securities purchased by the City. The Bank must have the ability of executing, on behalf of the City, delivery versus payment (DVP) transactions for both purchases and sales. These securities will clear through the Federal Reserve System. Original safekeeping receipts will be provided to the City on all investment transactions.
- 17. Image Cash Letter Service The Bank will be able to receive and post transmitted files that contain images of check remittance. Immediately upon receipt, the bank will be able to notify the City of file acknowledgement and of deposit adjustments.
- 18. Vendor ACH Payments The City currently processes vendor payments by ACH through Paymode-X, a product of Bottomline Technologies, Inc. This service includes immediate electronic payment conversion to our network of approximately 1,070 plus vendors and web based services that include payment tracking and reporting. The vendor payments from the City's account are setup as ACH. It is required that the Bank Depository be able to process vendor ACH payments through Paymode-X or a comparable method or service.
- 19. Electronic Bill Payment Consolidation Utility customers of the City make payments to various service providers through their bank's online bill payment system. The Bank will reformat and deliver remittance information and other data related to these payments and credit the City's account. This service must be provided through Paymode-X, a product of Bottomline Technologies, Inc. or comparable service along with automatic banks drafts from utility customer accounts.

20. Other Banking Services:

- (a) Bank provided two-part deposit slips
- (b) Bank provided tamper proof deposit bags
- (c) Bank provided cashier checks as needed

2.4 Optional Services

In addition to the above listed required services, the City may wish to consider additional services during the contract term if it will enhance our operational success such as lockbox services, alternatives to armored car services, etc. If the bidder desires to offer the City any additional services not otherwise specified in this RFP, a supplemental attachment should be prepared and included with the proposal describing the additional services offered in detail and indicating the cost, if any, for these services.

2.5 Compensation for Services

A direct fee basis for services provided by the bank with an offsetting earnings credit for compensating balances is the arrangement preferred by the City. This process requires the monthly calculation of a net banking service cost. The bank will calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis report. The net of total service costs and total earnings credits equals net banking service costs for the month. If the earnings credit exceeds total banking costs, the unused earnings credit shall be carried forward to offset future banking costs. The City shall be invoiced or provided an account analysis statement on a monthly basis for service costs that exceed earnings credit. Pricing as bid in this proposal shall be guaranteed throughout the depository contract. If a new service becomes available during the contract



period, the City and the Bank will negotiate fees and service levels under general provisions of this proposal and contract.

2.6 Collateral Requirements

On times of normal operating deposit volume, the City requires its depository to pledge securities equal to no less than \$4,000,000. At the starting month of tax season, higher amounts of collateral will be requested. The value of securities pledged will be the lower of par or market. Securities must be held at an independent third party under a tri-party safekeeping agreement. All substitutions or releases of collateral require prior authorization from a designated City official. Only securities listed as legal investments for public funds in the Public Funds Investment Act shall be used as collateral for the City's demand deposits.

The City requires a collateral report showing the following for each security pledged:

- Name
- Type/description
- Par value
- · Current market value
- Maturity date

The collateral report must be provided daily and it is preferred if this report can be made available on a secured website. If for any reason the municipal funds on deposit with the depository exceed the amount of security pledge, the depository shall pledge additional securities upon request from the City. The City's demand accounts shall be collateralized at least 102% at all times as mandated in Art.2529D. Section 4 of the Public Funds Collateral Act. (Refer to Attachment D— Investment Policy).

2.7 Investments

The Depository Bank, by submitting this proposal, agrees to the conditions of the City's investment policies. (Refer to Attachment D– Investment Policy).

2.8 Overdrafts

The City does not intend to have a net overdraft position through the course of the contract in its combined funds; however, if this does occur, no daylight overdraft fees may be charged and the City will make every effort to eliminate daylight overdraft on the accounts. A net overdraft shall be defined as a negative balance in the City's accounts collectively, not by individual account. In event a check or checks shall be presented for payment where there is insufficient funds in the City's collective accounts, the Depository agrees to promptly notify a signatory person by telephone or other means, of the overdraft condition and to provide the City a period not exceeding one business day to respond and rectify the condition.



3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendor best suited to meet the needs of the City based on the scoring of the evaluation criteria.

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

Maximum Criteria Description Score Complete response to all required items on the bid form and provision of Completeness 15 points requested information or financial statements for the periods specified. 30 points Requirements The ability to meet all requirements in the banking request for proposal. Cost Lowest net banking service cost, consistent with the ability to provide an 25 points appropriate level of service. The credit worthiness and financial stability of the bank. Reputation 30 points

Table 04: Evaluation Criteria

3.3 Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated at any evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 City Council Award

After the completion of contract negotiations, the vendor recommendation will be issued on the City of Mesquite's Council agenda for approval by the City Council. Successful proposers awarded by City Council are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.



4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

- The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background.
 The proposal deadline is May 4, 2021 at 2:00 PM CST. Proposals received after this deadline will not be
 accepted and will be returned to proposer.
- 2. Proposers shall submit five (5) hard copies of the Proposal to the City at the address contained in Table 05. One (1) hard copy of the Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "Copy".
- 3. Proposals should be provided in three-ring binders with tab separators. Proposals shall not include extraneous marketing materials.
- 4. Proposers shall submit two (2) electronic versions of the Proposal on CDs or flash drives to the City along with hard copy proposals. All documentation shall be provided electronically in searchable PDF unless otherwise noted in this RFP. Attachment E and F should be provided in the original Excel format.
- Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.
- 6. The mailing address for proposals is contained in the following table.

Table 05: Proposal Mailing Addresses

City Mailing Address

City of Mesquite
Purchasing Division
Mesquite Municipal Center
1515 N. Galloway Ave
Mesquite, TX 75185-0137

7. The following table contains the organization guidelines for proposal responses.

Table 06: Proposal Organization Guidelines

Proposal Tab No.	Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Implementation Methodology	4.3
Tab 3	Company Background and History	4.4
Tab 4	Key Proposed Personnel and Team Organization	4.5
Tab 5	Response Requirements	4.6
Tab 6	Sub-Contracting Sub-Contracting	4.7
Tab 7	References	4.8
Tab 8	Exceptions to Terms and Conditions	4.9



Proposal Tab No.	Proposal Section	RFP Sec. No.
Tab 9	Attachments: Required Forms	4.10

4.2 Transmittal Letter and Executive Summary

The first tab of the proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the proposer's primary contact information, including the following:

- 1. Name of the proposer representative
- 2. Title
- 3. Name of company
- 4. Address
- 5. Telephone number
- 6. E-mail address and
- 7. Signature of authorized officer of the company

The Transmittal Letter shall be printed on the proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City of Mesquite acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.

4.3 Implementation Methodology

The second tab of the proposal should include a comprehensive description of the proposed implementation methodology for the project. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Scope of Banking Services.

The City has identified an anticipated start date for the new Bank Depository and banking services of October 1, 2021. As part of the second tab of the proposal, vendors shall include a proposed implementation schedule.

Proposers should also include a sample Implementation Plan as part of the second tab. This tab should include the proposed schedule including major milestones, activities, and timing of deliverables. It should also include the proposed resource levels for the City and Vendor Teams.

4.4 Company Background and History

The third tab of the proposal should include a comprehensive narrative history of the company, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Banking Services. The following points should be addressed in the third tab of the proposal.

1. Main Office Locations in Mesquite, Texas



- 2. Branch Office locations in Mesquite, Texas
- 3. Total number of active clients
- 4. Total number of active government clients
- 5. Total number of active city government clients
- 6. Other products offered by company

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

4.5 Key Proposed Personnel and Team Organization

The fourth tab of the proposal should include the structure of the proposed Vendor Service Team. The structure shall be provided as well as the personnel involved in implementation and ongoing support and maintenance.

Specific information shall be provided for the actual personnel to be assigned to this project for all primary roles. Information should include the following:

- 1. Name and title
- 2. Service role
- 3. Description of service role and responsibilities
- 4. Home office location
- 5. Number of years in the industry
- 6. Number of years with the company

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the vendor or on the vendor's behalf.

4.6 Response Requirements

The fifth tab of the proposal should include the proposed capability to provide the City's requirements as defined in Attachment E – City Depository Bid Response Form and Attachment F - Requirements Form.

All Responses must be submitted on the standardized City Depository Bid Response Form and Requirements Form in original Excel format. It is required that both forms are completed in their entirety.

If a service requirement cannot be met by the bidding bank, then the term "No" should be entered on the forms for that specific requirement. In the case of a "No" remark, the bidder may offer an alternative equivalent service for the City's consideration. Supporting material should be provided. However, the City's decision will primarily be based upon a comparison of the standardized bid tab forms received.

Services for which a bidder intends to charge a fee must have the applicable fee indicated on the City Depository Bid Response Form in its entirety. Do not leave any line blank with a reference to any other fee schedules. If there is no fee indicated on the City Depository Bid Response Form for a service then that service would be considered to be free of charge in the Depository Bank Contract. If there are items not listed on the City Depository Bid Response Form which your bank charges for, include the charge under "Other." All charges that will be assessed by the bidding bank must be included on the form.

The unauthorized modification of bid specifications, forms, or terms may render the bid invalid.

4.7 Sub-Contracting

The sixth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:



- 1. Summary of service
- 2. Reasons for sub-contracting
- 3. Proposed sub-contractor
- 4. Detailed sub-contractor responsibilities
- 5. Sub-contractor name
- 6. Sub-contractor location
- 7. Sub-contractor experience
- 8. Previous use of sub-contractor and
- 9. Any additional relevant information

4.8 References

The seventh tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least five (5) City government customers with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the City of Mesquite. References shall be from City governments that have been customers of the company for a minimum of two (2) years.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

In the event the proposer cannot provide the required references, substitution of other organizations should be made to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that were managed by the same service team recommended for the City. This section of the RFP response should also include an affirmative statement that the proposer grants its consent for the City to contact the proposer's references for purposes of evaluating the proposer for this project and acknowledges that any information obtained from the proposer's references will not be disclosed to the proposer.

This tab should also include the name and contact information of three (3) former customers that have elected to leave the vendor. The vendor should describe why the customer left, and what steps the vendor has taken to correct the issues that resulted in the customer's departure.

4.9 Exceptions to Terms and Conditions

The eighth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.10 Required Forms

The nineth tab shall include all required forms included in Attachment G. Proposers shall provide the following completed forms as part of the nineth tab:

- 1. Conflict of Interest Questionnaire
- 2. Non-Exclusion Affidavit for Vendors
- 3. Prohibition on Contracts with Companies Boycotting Israel
- 4. Secretary of State Filing Certificate

The W-9 form and Contract forms are included in Attachments G and H, respectively, so that proposers may be familiar with their contents and requirements. Proposers shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded proposer will be required to execute the contract and provide the completed W-9 form.



5.0 Contract Terms and Conditions

5.1 Contract Type

The resulting contract from this procurement shall be a fixed price contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the City, and shall be firm for the total number of years of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through an adjustment clause. The City must be notified in a timely manner of all price increases.

5.2 Contract Review

The vendor will meet with the City's Contract Administrator not less than once per year to conduct a contract and performance review of the vendor. These meetings will be either in person in Mesquite, Texas, or via teleconference or web-conference with not less than one in-person meeting per year. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.3 Contract Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

The City will accept or reject all such written requests within thirty (30) days of the date of receipt of vendor's request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the City rejects a request for price increase, the vendor will be notified and the contract will continue without change.

5.4 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.5 Contract Dispute

In the event of contract dispute, dispute proceedings will be held in the State of Texas. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action.

5.6 Service Costs

All cost of services should be identified in the City Depository Bid Response Form of Attachment E per the guidelines in 4.6 of this proposal.



5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. See Attachment G for a blank W-9 form.

The City is exempt from paying local, state, or federal taxes.

5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.10 City Property

The use of any and all City property must be approved in advance.

5.11 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Proposer is put on notice that the City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract. The Conflict of Interest Questionnaire shall be submitted with the proposal submittal. The form is included in Attachment G.

5.12 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.13 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Texas and is licensed to conduct business in the State Texas;



- 2. All applicable local, state and federal laws, codes and regulations;
- 3. All terms, conditions, and requirements set forth in this RFP;
- 4. A condition that the proposal submitted was independently arrived at, without collusion; and,
- 5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the company and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.14 Offer Held Firm

Proposals must remain open and valid for at least 270 days from the deadline specified for submission of proposals. In the event award is not made within 270 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.15 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Purchasing Division may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.16 Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

5.17 Subcontractors

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

- 1. Complete name of the subcontractor
- 2. Complete address of the subcontractor
- 3. Type of work the subcontractor will be performing
- 4. Percentage of work the subcontractor will be providing
- 5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Texas business license
- 6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
- 7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Purchasing Manager or contract administrator designated by the City.



5.18 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

5.19 Right of Rejection

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

5.20 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Division or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.21 Rights to Submitted Material and Public Information

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.22 Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with City policy by contacting the Purchasing division at 972-216-6201 or purchasing@cityofmesquite.com.

5.23 Contract Negotiation

After final evaluation, the City may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City of Mesquite office locations at a date and time to be determined. The offeror will be responsible for all costs including its travel and per diem expenses.

5.24 Failure to Negotiate

If the selected proposer:

- 1. Fails to provide the information required to begin negotiations in a timely manner;
- 2. Fails to negotiate in good faith;



- 3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
- 4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all proposers.

5.25 Hold Harmless

The Proposer shall hold and save the City and its officers, agents, servants/employees harmless from liability of any patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City.

5.26 Protection of Resident Workers

The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and non-discrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Proposer shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

5.27 Statutory Information

Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of Texas. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Texas or the United States District Court for Dallas County.

All project participants, consultants, engineers and vendors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitting proposals are revocable if contrary to law.

5.28 Assignment or Subcontract

Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

5.29 Non-Collusion Agreement

In submitting an offer, the proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

5.30 Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.



Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please do not offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at 972-329-8723. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may



sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley City Manager



Attachment A: Vendor Reference Form

See MS Word document "Attachment A – Vendor Reference Form.docx"

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 4.8 of the RFP.



Attachment B: Average Account Balances

See Adobe PDF document "Attachment B – Average Account Balances.pdf"



Attachment C: Investment Summary

See Adobe PDF document "Attachment C – Investment Summary.pdf"



Attachment D: Investment Policy 2021

See Adobe PDF document "Attachment D – Investment Policy 2021.pdf"



Attachment E: City Depository Bid Response Form

See MS Excel spreadsheet "Attachment E – City Depository Bid Response Form.xls"



Attachment F: Requirements Form

See MS Excel spreadsheet "Attachment F – Requirements Form.xls"



Attachment G: Forms

See Adobe PDF document "Attachment G – Forms.pdf"



Attachment H: Sample City Contract

See Adobe PDF document "Attachment H – Sample City Contract.pdf"