

CITY OF SAN ANTONIO

FINANCE DEPARTMENT



REQUEST FOR PROPOSAL
("RFP")

for

DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES

(RFP 16-086)

Release Date: August 1, 2016
Proposals Due: August 30, 2016

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

002 - TABLE OF CONTENTS

		Page Number
002	Table of Contents	2
003	Background	4
004	Scope of Service	4
005	Additional Requirements	11
006	Term of Contract	12
007	Pre-Submittal Conferences	12
008	Proposal Requirements	13
009	Changes to RFP	16
010	Submission of Proposal	16
011	Restrictions on Communication	17
012	Evaluation of Criteria	18
013	Award of Contract and Reservation of Rights	19
014	Schedule of Events	21
Section 014		
RFP Exhibits		
RFP Exhibit 1	Insurance Requirements	22
RFP Exhibit 2	Indemnification Requirements	24
RFP Exhibit 3	Local Preference Program	25
RFP Exhibit 4	Veteran-Owned Small Business Preference Program	26
RFP Exhibit 5	Certificate of Interested Parties Form 1295	27
RFP Exhibit 6	Investment Policy	28
RFP Exhibit 7	Depository Banking Statistics	29
RFP Exhibit 8	Lockbox Statistics	30
RFP Exhibit 9	Merchant Banking Statistics	31
Section 015		
RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		

Section A	Depository Banking Services	
Attachment A	General Information/Respondent Questionnaire	33
Attachment A-1	Cost/Compensation Schedule	44
Attachment A-2	Contracts Disclosure Form	45
Attachment A-3	Litigation Disclosure Form	46
Attachment A-4	Local Preference Program Identification Form	47
Attachment A-5	Veteran-Owned Small Business Preference Program Identification Form	48
Attachment A-6	Proof of Insurability	49
Attachment A-7	Indemnification Requirements	50
Attachment A-8	Financial Information	51
Attachment A-9	Certificate of Interested Parties Form 1295	52
Attachment A-10	Signature Page	53
Attachment A-11	Proposal Checklist	54

Section B		Lockbox Services
Attachment B	General Information/Respondent Questionnaire	56
Attachment B-1	Cost/Compensation Schedule	63
Attachment B-2	Contracts Disclosure Form	64
Attachment B-3	Litigation Disclosure Form	65
Attachment B-4	Local Preference Program Identification Form	66
Attachment B-5	Veteran-Owned Small Business Preference Program Identification Form	67
Attachment B-6	Proof of Insurability	68
Attachment B-7	Indemnification Requirements	69
Attachment B-8	Financial Information	70
Attachment B-9	Certificate of Interested Parties Form 1295	71
Attachment B-10	Signature Page	72
Attachment B-11	Proposal Checklist	73

Section C		Merchant Banking Services
Attachment C	General Information/Respondent Questionnaire	75
Attachment C-1	Cost/Compensation Schedule	84
Attachment C-2	Contracts Disclosure Form	85
Attachment C-3	Litigation Disclosure Form	86
Attachment C-4	Local Preference Program Identification Form	87
Attachment C-5	Veteran-Owned Small Business Preference Program Identification Form	88
Attachment C-6	Proof of Insurability	89
Attachment C-7	Indemnification Requirements	90
Attachment C-8	Financial Information	91
Attachment C-9	Certificate of Interested Parties Form 1295	92
Attachment C-10	Signature Page	93
Attachment C-11	Proposal Checklist	94

003 – BACKGROUND

The City of San Antonio, Texas (the “City”) is soliciting proposals from Respondents to provide (a) Depository Banking Services set forth in Section A, (b) Lockbox Services set forth in Section B, and (c) Merchant Banking Services set forth in Section C, respectively, of this Request for Proposal (“RFP”). Respondents may submit proposals to provide services in one, more than one, or all of Sections A, B, and C.

Depository Banking Services include collecting and disbursing the City’s funds, providing timely, accurate and reader-friendly reports, implementing security measures to protect and assist the City with its fiduciary responsibilities with respect to financial assets, providing online cash management services, as well as other financial services including, but not limited to, safekeeping, trust, escrow, and other receivable and payables services. The City’s current contract for Depository Banking Services expires on June 30, 2017.

Lockbox Services include collecting, processing, and depositing the City’s receivables (i.e. wholesale, retail, etc.) directly through a designated post office box. All items collected during the business day are to be deposited and credited on a same-day basis, with same-day reporting through electronic transmission. The City’s Lockbox Services are currently provided under the City’s current contract for Depository Banking Services which expires on June 30, 2017.

Merchant Banking Services include credit and debit card processing for the City, including supplying equipment and software necessary to provide acceptance, processing and support services for credit, debit, and smart/stored value cards, while maintaining the highest standard of service and maximizing net revenue for the City. The City’s current contract for Merchant Banking Services expires on June 30, 2017.

This RFP represents a competitive process for Respondents to provide Depository Banking Services, Lockbox Services, and Merchant Banking Services. The process of competitive negotiations being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determining factor. The City will consider the terms and conditions for the performance of Depository Banking Services, Lockbox Services, and Merchant Banking Services including, but not limited to, the type and cost of services proposed to be provided, and will select a Respondent(s) offering a proposal(s) deemed most advantageous to the City.

This competitive RFP will provide the City with the flexibility to select a Respondent that shall provide all of the services outlined in this RFP or to select various Respondents to provide selected services included in this RFP and to negotiate with the selected Respondent(s), the terms and conditions that are mutually agreeable to each party. **Joint Proposals will not be considered. Joint Proposals refers to two or more potential Respondents together submitting a proposal to provide services in one, more than one, or all of Sections A, B, and C.**

Respondent shall provide the requested information contained in RFP Sections A, B and C, as applicable. The answers should be responsive, concise and as brief as possible without being vague.

004 - SCOPE OF SERVICE

The Scope of Services for Depository Banking Services, Lockbox Services, and Merchant Banking Services are included in Sections A, B, and C, respectively.

SECTION A - DEPOSITORY BANKING SERVICES

OBJECTIVES

The City’s objectives with respect to Depository Banking Services are as follows:

- Enter into a Depository Banking Services Contract effective July 1, 2017.
- Select a Depository Bank that will continue to enhance security measures and increasing efficiency and productivity through the modification, utilization, and/or implementation of certain depository products and services.
- Select a Depository Bank that will provide and implement banking solutions that will optimize the City’s effectiveness through advanced technology.
- Select a Depository Bank that has demonstrated a strong commitment to the San Antonio community.
- Select a depository which provides market rates on earnings and an account structure which provides flexibility

and earnings potential for the City.

MINIMUM QUALIFICATIONS FOR RESPONDENT

The minimum qualifications required of Respondent with respect to its Depository Banking Services are listed below.

- Respondent must be a bank or financial institution that provides Depository Banking Services for governmental entities and is registered as a public depository with the Texas State Comptroller.
- Respondent must have banking facilities within the city limits of the City of San Antonio and must be capable of providing all the required services of the Depository Banking Services from its San Antonio facility.
- Respondent's local deposits must be equal to or greater than \$250,000,000, as shown on the latest published quarterly financial statement. Local deposits refer to deposits within the City of San Antonio.
- Respondent's combined capital and surplus must be equal to or greater than \$50,000,000, and Respondent must be in good financial standing as measured by their senior and subordinate debt rating.
- Respondent must be a member of the Federal Reserve System and have access to the DTC system.
- Respondent must be a member of the National Automated Clearing House Association (NACHA).
- Respondent must be a member of the Federal Deposit Insurance Corporation (FDIC).
- Respondent must have demonstrated an acceptable record in community services in accordance with the Community Reinvestment Act and other community activities.
- Respondent must be able to accept payment for depository fees in the form of compensating balance and hard fee basis.

GENERAL DESCRIPTION OF SCOPE

Respondent selected to provide Depository Banking Services shall be designated as the "City Depository". The City requires a variety of banking/financial services, some of which reside as the primary responsibility of the City Depository. Lockbox Services and Merchant Banking Services as set forth in Sections B and C, respectively, may fall outside of the Depository Banking Services Contract. The City retains the right to select and utilize those services deemed most appropriate to be provided by the City Depository and shall, within the scope of the law, solicit other banking/financial services as the City determines will best satisfy the needs of, and be most advantageous to the City.

The City's primary Depository Banking Services pertain to the secure processing of the City's collections and disbursements, and provision of timely and reader-friendly reports and detail information. The accounts to be serviced include the City's active working accounts and specialty accounts (see Exhibit 7 - Depository Banking Statistics).

Integral to the efficient accounting of the City's collections and disbursements is the reconciliation process. The City continually seeks to enhance its current reconciliation process through improved technology. The City currently utilizes partial account reconciliation.

Compliant with the City's fiduciary responsibilities is the utilization of security mechanisms and processes to safeguard financial resources. The City intends to review additional and/or modified security measures offered by Respondent to protect the City's financial resources from fraudulent acts. The City currently utilizes positive pay services on all check disbursement accounts and Automated Clearing House ("ACH") blocking.

An integral component of the City's financial operation is the ability to resolve banking issues as they occur during times of emergency as well as during the normal course of business. It is imperative that the City Depository assign a primary contact for all operational aspects of Depository Banking Services. The assigned primary contact must have sufficient authority to solve routine problems, command the resources necessary to address complex problems, and be accessible twenty-four hours per day, seven days per week, including holidays, if necessary.

The City is pro-active in its cash management and investment strategies. Services provided by the City Depository must include cash management services that enhance the City's short-term investment earnings while providing liquidity as needed (see RFP Exhibit 6 – Investment Policy).

Other services required by the City include, but are not limited to, safekeeping and escrow services. The City requires custodial services related to investment securities transactions. These services include maintaining security asset accounts, settlements of trades, on-line reporting, and periodic valuation of securities in the City's investment portfolio. The City requires escrow services for certain equipment lease purchase financing transactions which include investment of funds in escrow.

SERVICES REQUIRED

Collection Services

The City Depository's responsibilities will include, but not be limited to, the timely processing of collections, implementation and exercise of prudent security measures, provision of easily reconcilable data and information, and prompt reporting to the City. Currently, the City receives cash and check deposits from the various departments, many with multiple business areas. These departments make deposits separately to the Depository's vault. Detailed below is a list of the City's current collection categories. Additional data regarding collection services can be found in RFP Exhibit 7 - Depository Banking Statistics.

Coin/Currency – This refers to the City's currency and coin deposited in the City Depository vault.

Checks – This refers to checks received and deposited (physically and electronically) to the credit of the City.

Electronic Check Processing – Capturing digital images of checks received and transmitted to the City Depository electronically over the Internet from three (3) City offices.

ACH - The City receives money by electronic means and requires the City Depository to have the capability to provide ACH collection and disbursement services.

Wires and Transfers - The City Depository must have the capacity to accept and process incoming wire transfers and provide prompt reporting to the City. The City Depository must provide for City transfers between City accounts.

Credit Card Services – This refers to payments received by the City which are processed by the City's Merchant Banking Provider.

Alternative Centralized Collection - The City currently utilizes lockbox services through the City's Depository. Other centralized collection options may be considered (e.g. virtual vault, etc.). Lockbox services are detailed separately in RFP Section B Lockbox Services and may be provided separately from the City's Depository Banking Services Contract.

Disbursement Services

The City utilizes several payment mechanisms. The City Depository's responsibilities will include, but not be limited to, the timely processing of disbursements, implementation and exercise of prudent security measures, provision of reconcilable data and information, and prompt reporting to the City. Detailed below is a list of the City's current disbursement categories. Additional data regarding disbursement services can be found in RFP Exhibit 7 - Depository Banking Statistics.

Checks – Along with continuing the utilization of physical checks, the City intends to implement other electronic means of payment and other procedures to diminish manual processes while maintaining the security, control, and integrity of the disbursement process.

ACH - The City utilizes ACH, primarily for payroll, pension activity disbursements, and various vendor payments. The City also utilizes ACH for sales tax payment and for the payment of credit card processing fees.

Transfers - The City's weekly disbursement activity involves the use of both inter-fund and intra-bank transfers. The City requires an automated inter-fund transfer process through the use of zero balance accounts. Intra-bank transfers are used primarily to make debt service payments and to settle securities transactions. The City requires that intra-bank wire transfers utilize the City's Depository's online data system. The City also utilizes both repetitive and non-repetitive transfers via the City's Depository's online data system.

Daylight Overdraft - The City occasionally has large outgoing wire transfers which must be received by a payee bank no later than 9:00 a.m., Central Time, which are funded with available balances and maturing investments. The City requires prompt release of all outgoing wires even if such a release creates a daylight ledger/collected overdraft position. Daylight overdrafts, should they occur, are generally the result of payroll wires and occasional debt service payments.

Change Order Services

The City currently utilizes an armored courier service to pick up and deliver coin/currency. Currently, change orders are processed through the vault. Change order services to be provided include the following:

- Furnish and deliver strapped currency to the collection sites
- Furnish and deliver rolled coins to the collection sites

Account Reconciliation

The City currently utilizes partial account reconciliation and will consider full reconciliation or other services to enhance the current process.

Cash Management Services

The City handles its short-term cash management through on-line account information services, controlled disbursements, repurchase agreements, money market mutual fund sweeps, and will consider other available overnight and short-term investment vehicles that might enhance the City's short-term cash management capabilities. It is expected that the City Depository will be able to provide such services within the account structure (see RFP Exhibit 6 – Investment Policy).

Financial Safeguards

The fiduciary responsibility of the City, as well as the large amount of monetary transactions it conducts, requires state-of-the-art security measures to protect the City from internal and external fraudulent or negligent acts. The City Depository must demonstrate that it can provide these security measures. The City currently uses data transmission, electronic and on-line security measures as well as positive pay, ACH blocking, and other security mechanisms. The City will consider other mechanism(s).

Disaster Preparedness

It is the responsibility of the City to implement procedures to protect the organization in the event of a natural disaster. Each Respondent should demonstrate and elaborate upon its ability and willingness to assist in the event that a disaster and/or an unexpected event should disrupt the City's ability to function normally for an extended period of time. The City will consider suggestions of various procedures for the recovery of systems and applications, uninterrupted payrolls, receivables, payables, alternate sites for operations, and other such critical issues that could be implemented during any such event(s).

Collateral Requirements

The City Depository must provide and maintain collateral for all uninsured collected balances in City accounts in accordance with the requirements of Chapter 2257 Texas Government Code (the Public Funds Collateral Act), and Chapter 105 as amended of the Local Government Code. The City's collateral requirements range from approximately \$15,000,000 to \$200,000,000 and fluctuate at certain times of the year. The City's collateral needs average \$50,000,000 and peak at the end of the Fiscal Year (September 30th) and calendar year when the City's balances average \$125,000,000 and \$200,000,000 respectively. Collateral must be custodied at a third-party institution. Collateral for all time and demand deposits of the City are required by the City's Investment Policy to be collateralized with a margin of 102%. All collateral terms are delineated in the City's Investment Policy (see RFP Exhibit 6 – Investment Policy).

Trust Service

The City manages an investment portfolio of approximately \$1.2 billion. The City Depository currently holds the City's securities in trust. The City requires standard safekeeping services for investment securities transactions. The services required include, but are not limited to, the following:

- Receive/deliver securities on a delivery versus payment method.
- Price securities to market on a monthly basis.
- Collect and distribute coupon income, maturities, and calls proceeds on payment day.
- Provide delivery confirmation on security purchases
- Provide monthly earnings statements

- Verify holdings as of specific dates as required for audit purposes.
- Credit the City's applicable account for interest and principal payments on the day received.
- Debit the City's applicable account for investment purchases on the settlement date.
- Provide maturity and call interest payment notices at least five (5) business days prior to payment date.

In addition to the custodial services, the City occasionally requires other specialized assistance such as escrow services for certain equipment lease purchase financing transactions which include investment of funds in the escrow account by the City Depository. The City Depository will be responsible for releasing funds to vendors upon approval by Lessor and Lessee.

Safekeeping

The City Depository currently holds the City's securities in trust and the City is not currently engaged in activities which require safekeeping. The City will, however, consider any safekeeping services that the Respondent may suggest.

On-line Banking Capabilities

The City's intent is to continuously review and improve financial operations through the use of electronic banking services and tools for operational efficiencies. Over the term of the Depository Banking Services Contract, the City will evaluate, in coordination with the City Depository, the benefits, costs, procedures, and risks associated with implementing new on-line banking capabilities and innovative technologies such as e-check.

Required Meeting/Training

The City requires quarterly meetings with the City Depository's primary contact to include a review of account structure and services updates related to procedures, services, and banking legislation. Additionally, training sessions, classes, or web casts on new technologies are desired, as needed.

Reports

While the City intends to increase the use of electronic banking tools in its financial operations, hard copy statements are still required. All reports should be designed to improve productivity, be timely and be user friendly. Additionally, electronic reports should be downloadable in various formats.

Card Services

The City currently utilizes procurement card services and is interested in evaluating other card services. Procurement card services are not included in this RFP. The City may consider other card services that a Respondent may suggest including the following:

Prepaid Cards – pre-funded cards for payment of invoices to vendors to streamline internal processes.

Payroll Cards – to supplement direct deposit.

E-payables – to migrate check payments to card transactions, and integrating card payments into the Account Payable process.

SECTION B –LOCKBOX SERVICES

OBJECTIVES

The City's objectives with respect to Lockbox Services are as follows:

- Enter into a Lockbox Services Contract effective July 1, 2017;
- Select a Lockbox Services provider that will accelerate cash flow, improve the efficiency of accounts receivable processing (wholesale and retail), and provide increased control in applying accurate payments;
- Select a Lockbox Services to provide detailed reporting, images, and electronic remittance services; and
- Select a Lockbox Services provider to analyze the feasibility of adding additional Lockboxes to the City remittance

processing operations.

MINIMUM QUALIFICATIONS FOR RESPONDENT

The minimum qualifications required of Respondent with respect to its Lockbox Services are listed below.

- Respondent must have experience providing Lockbox Services for governmental entities;
- Respondent must provide Lockbox Services from the San Antonio Main Post Office facilities, and or any other postal facility(ies) located in San Antonio;
- Respondent must deposit all items on the same day received and must deposit funds at a minimum of once per day; and
- Respondent must provide the City associated technological and customer service support.

GENERAL DESCRIPTION OF SCOPE

The Respondent selected to provide Lockbox Services shall be designated as the "City Lockbox Services Provider". Lockbox Services include collecting, processing, and depositing receivables directly from a designated post office box. All items collected during the business day must be deposited on a same-day basis, with same-day reporting available through electronic transmission.

SERVICES REQUIRED

The City has three (3) lockbox services through the City's depository bank. The first is a wholesale lockbox utilized and paid for by a third party contractor for the collection of the City's Emergency Medical Service "EMS" fees. The second wholesale lockbox pertains to the collection of the lease payments for concession contractors located at the San Antonio International Airport which is administered internally by the Aviation Department. The third is a City-wide retail lockbox with various remittance documents that contain an OCR scan line for greater automation. The City's Lockbox Services are currently provided under the City's current contract for Depository Banking Services which expires June 30, 2017. For additional detail related to the City's current Lockboxes (see RFP Exhibit 8 - Lockbox Statistics).

SECTION C - MERCHANT BANKING SERVICES

OBJECTIVES

The City's objectives with respect to Merchant Banking Services are as follows:

- Enter into a Merchant Banking Services Contract effective July 1, 2017;
- Select a Merchant Banking Services provider that will ensure timely and reliable processing of credit/debit transactions and enhance customer convenience;
- Select a Merchant Banking Services provider that will assist in increasing efficiency and productivity through the modification, utilization, and/or implementation of new payment technologies; and
- Select a Merchant Banking Services provider that will expedite availability and access to funds to efficiently manage the day to day cash operations of the City.

MINIMUM QUALIFICATIONS FOR RESPONDENT

The minimum qualifications required of Respondent with respect to its Merchant Banking Services are listed below.

- Must provide end-to-end Merchant Banking Services including credit and charge transaction authorization, routing and settlement for all major credit card brands and debit cards, gift cards, and other payment options:
 - MasterCard (credit and debit)
 - Visa (credit and debit)
 - American Express
 - Discover
- Must be able to authorize and process credit card transactions via Internet from the City's website, telephone,

mail, and in person.

- Must provide PIN-based debit card processing services including access to all major debit card networks. The City does not currently accept pin-based debit transactions.
- Must be able to process individual card transactions ranging from a minimum of \$1.00 to a maximum of \$100,000.
- Must provide gross settlement using ACH to a designated City depository account no later than forty-eight (48) hours after the payment and credit records have been batched and transmitted.
- Must have electronic reporting capabilities detailed below that will produce at a minimum daily/monthly summary reporting by Terminal ID and/or Merchant ID location:
 - Total sales and transaction count by card type
 - Average transaction size by card type
 - Total disputed charges by card type
- Must provide a detailed invoice for services on a monthly basis for all transaction costs (processing fees and other fees) associated with the payment and credit records processed. Sufficient back up documentation to support all costs invoiced, including breakout by Merchant ID, card type, transaction type, gross sales, returns, net sales, and transaction counts.
- Must continuously comply with Payment Card Industry (PCI) Data Security Standards (DSS) and work with the City to assure compliance by the City.
- Must be able to provide a twenty-four (24) hour seven (7) day a week help desk for customer assistance to City departments.
- Must have the capability of servicing and/or replacing any non-functioning hardware within one business day after the City reports the problem.
- Must be able to provide electronic check processing services detailed below:
 - Electronic check conversion at the point of sale
 - Internet initiated check debits
 - Check guarantee/verification
- Must perform such other functions normally contemplated to be the function of a Merchant Banking Service Provider.
- Must provide initial and on-going training to City personnel as required related to payment and credit/debit card processing requirements, charge backs, accessing reports and transaction data, equipment, PCI changes, and/or other processes and procedures which may be required.
- The Respondent's software/interface and/or platform(s) must have the capability of processing and accommodating various point-of-sale third party software applications and multiple merchant accounts, to include the City's current point of sale software Active Network.
- Must work with the City to implement new gateways involving third party software applications and provide interfacing and conversion strategies as applicable and required.

GENERAL DESCRIPTION OF SCOPE

The Respondent selected to provide Merchant Banking Services shall be designated as the "City Merchant Banking Services Provider". The City Merchant Banking Services Provider will assume the complete responsibility of credit and debit card processing for the City, including supplying equipment and software necessary to provide acceptance, processing, and support services for credit, debit, swipe, and smart/stored value cards, while maintaining the highest standard of service and professionalism in dealing with the public and maximizing net revenue for the City.

SERVICES REQUIRED

The City's Merchant Banking Services are currently provided under the City's current contract for Merchant Banking Services which expires June 30, 2017. Presently, the City accepts Visa/MasterCard, American Express, and Discover. The City currently does not accept PIN-based debit cards, but may evaluate this service.

The City has ninety-three (93) merchant accounts with one-hundred twenty-three (123) individual terminals. Additionally the City has thirteen (13) on-line payment portals that process credit card activity. The City may add additional locations as well as additional Merchant Banking Services. These services could include new technology, gift cards, check verification/guarantee services, and software and/or hardware to maximize revenue and promote quality customer service (see "RFP Exhibit 9 - Merchant Banking Statistics").

The City has one (1) location which requires the ability to process credit card payments through Ticketmaster. All Ticketmaster transactions have been excluded from the assumptions contained in this RFP with the exception of one (1) line item for American Express.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all associated royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within fifteen (15) days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

The initial term for the contract(s) awarded in response to this RFP is three (3) years. The City shall have the option to renew under the same terms and conditions for one (1) two (2) year extension. Any renewals shall be in writing and be subject to City of San Antonio City Council approval, as evidenced by passage of an ordinance.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference for all services will be held at Finance Department Purchasing Division, Large Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **9:00 a.m., Central Time, on Tuesday, August 9, 2016**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date will be distributed at the Pre-Submittal Conference and posted as an amendment to this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-877-226-9790 Access Code: 4511640

This meeting place is accessible to disabled persons. The Riverview Towers are wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Rand Garage, next door to Riverview Tower. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response(s) given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal(s) shall include the following items in the following sequence, noted with the appropriate heading as indicated below. All the service proposals have the same submission requirements.

Submit one (1) COMPLETE original, signed in ink, twelve (12) hard copies **WITH TABS** and documents of Attachments A, B, and C, etc. **(NO LPP, VOSB AND/OR COST/COMPENSATION SCHEDULE TO BE INCLUDED)** and one (1) electronic copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal(s). Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

Section A – Depository Banking Services:

A **RESPONDENT QUESTIONNAIRE:** Complete and submit RFP Attachment A, General Information and Respondent Questionnaire Depository Banking Services – Section A.

A-1 ***COST/COMPENSATION SCHEDULE:** Complete and submit RFP Attachment A-1, Cost/Compensation Schedule. Additionally, Respondent must submit Cost/Compensation Schedule in Excel format on a CD. Include pricing for all services identified on RFP Attachment A-1 and on the separate pricing schedule labeled "Additional Services Proposed", include prices for any other services not identified that Respondent may deem applicable to Depository Banking Services that the City may utilize but has not been directly requested in this RFP. Fees not indicated on the compensation schedule will not be enforceable during the contract period.

A-2 **CONTRACTS DISCLOSURE FORM:** Use the Form in RFP Attachment A-2 which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

A-3 **LITIGATION DISCLOSURE FORM:** Complete and submit the Litigation Disclosure Form found in RFP Attachment A-3.

A-4 ***LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM:** Complete, sign and submit LPP Identification Form found in this RFP as Attachment A-4.

A-5 ***VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM:** Complete, sign, and submit VOSB Identification Form found in this RFQ as Attachment A-5.

A-6 **PROOF OF INSURABILITY:** Submit a letter as RFP Attachment A-6 from insurance provider stating provider's commitment to insure the Respondent for the types of coverage and at the levels specified in RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

A-7 **INDEMNIFICATION REQUIREMENTS:** If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements as stated in RFP Attachment A-7. No submission of this section is required.

A-8 **FINANCIAL INFORMATION:** Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are requested as RFP Attachment A-8. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

A-9 **CERTIFICATE OF INTERESTED PARTIES HB Form 1295:** Respondent must complete, sign and submit HB Form 1295 as RFP Attachment A-9. You may download a copy of the form at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A-10 **SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in RFP Attachment A-10. The Signature Page must be signed by a person, or persons, authorized to bind the entity submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

A-11 **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in RFP Attachment A-11.

Section B – LOCKBOX SERVICES:

B **RESPONDENT QUESTIONNAIRE:** Complete and submit RFP Attachment B, General Information and Respondent Questionnaire Lockbox Services – Section B.

B-1 ***COST/COMPENSATION SCHEDULE:** Complete and submit RFP Attachment B-1, Cost/Compensation Schedule. Additionally, Respondent must submit Cost/Compensation Schedule in Excel format on a CD. Include pricing for all services identified on RFP Attachment B-1 and on the separate pricing schedule labeled “Additional Services Proposed”, include prices for any other services not identified that Respondent may deem applicable to Lockbox Services that the City may utilize but have not been directly requested in this RFP. Fees not indicated on the compensation schedule will not be enforceable during the contract period.

B-2 **CONTRACTS DISCLOSURE FORM:** Use the Form in RFP Attachment B-2 which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the “Print” button and place the copy in your proposal as indicated in the Proposal Checklist.

B-3 **LITIGATION DISCLOSURE FORM:** Complete and submit the Litigation Disclosure Form found in RFP Attachment B-3.

B-4 ***LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM:** Complete, sign and submit LPP Identification Form found in this RFP as Attachment B-4.

B-5 ***VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM:** Complete, sign, and submit VOSB Identification Form found in this RFQ as Attachment B-5.

B-6 **PROOF OF INSURABILITY:** Submit a letter as RFP Attachment B-6 from insurance provider stating provider’s commitment to insure the Respondent for the types of coverage and at the levels specified in RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

B-7 **INDEMNIFICATION REQUIREMENTS:** If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements as stated in RFP Attachment B-7. No submission of this section is required.

B-8 **FINANCIAL INFORMATION:** Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are requested as RFP Attachment B-8. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm’s final score.

B-9 **CERTIFICATE OF INTERESTED PARTIES HB Form 1295:** Respondent must complete, sign and submit HB Form 1295 as RFP Attachment B-9. You may download a copy of the form at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

B-10 **SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in RFP Attachment B-10. The Signature Page must be signed by a person, or persons, authorized to bind the entity submitting the

proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

B-11 PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment B-11.

Section C – MERCHANT BANKING SERVICES:

C RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment C Respondent Questionnaire Merchant Banking Services – Section C.

C-1 *COST/COMPENSATION SCHEDULE: Complete and submit RFP Attachment C-1, Cost/Compensation Schedule. Additionally, Respondent must submit Respondent Cost/Compensation Schedule in Excel format on a CD. Include pricing for all services identified on RFP Attachment C-1 and on the separate pricing schedule labeled “Additional Services Proposed”, include pricing for all other categories of Interchange pertaining to the Industry Code for Government Services not identified that Respondent may deem applicable to Merchant Banking Services that the City may utilize but has not been directly requested in this RFP. Fees not indicated on the compensation schedule will not be enforceable during the contract period

C-2 CONTRACTS DISCLOSURE FORM: Use the Form in RFP Attachment C-2 which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the “Print” button and place the copy in your proposal as indicated in the Proposal Checklist.

C-3 LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form found in RFP Attachment C-3.

C-4 *LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM: Complete, sign and submit LPP Identification Form found in this RFP as Attachment C-4.

C-5 *VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM: Complete, sign, and submit VOSB Identification Form found in this RFQ as Attachment C-5.

C-6 PROOF OF INSURABILITY: Submit a letter as RFP Attachment C-6 from insurance provider stating provider’s commitment to insure the Respondent for the types of coverage and at the levels specified in RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

C-7 INDEMNIFICATION REQUIREMENTS: If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements as stated in RFP Attachment C-7. No submission of this section is required.

C-8 FINANCIAL INFORMATION: Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are requested as RFP Attachment C-8. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm’s final score.

C-9 CERTIFICATE OF INTERESTED PARTIES HB Form 1295: Respondent must complete, sign and submit HB Form 1295 as RFP Attachment C-9. You may download a copy of the form at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

C-10 SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment C-10. The Signature Page must be signed by a person, or persons, authorized to bind the entity submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

C-11 **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in RFP Attachment C-11.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Respondent shall provide the requested information contained in RFP Sections A, B and C, respectively. The answers should be responsive, concise and as brief as possible.

Proposals should be submitted in hard copy format only.

Submission of Hard Copy Proposals. Respondent shall submit one (1) **COMPLETE** original signed in ink, twelve (12) hard copies (*of Attachments A, B, and C only, do not include: LPP, VOSB, COST/COMPENSATION SCHEDULE and FINANCIAL INFORMATION in twelve (12) additional hardcopies*) and one copy of the entire proposal on compact disk (CD) containing an Adobe PDF version (searchable) of the entire proposal, also an excel version of the Cost/Compensation Schedule in a sealed package clearly marked with the project name, "**RFP for DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on Tuesday, August 30, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: Finance Department, Financial Management Division "**RFP for DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES**"

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: Finance Department, Financial Management Division "**RFP for DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES**"

100 Military Plaza

2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. When submitting a hard copy please staple or binder clip the Proposal. The use of recycled paper and materials is encouraged. There is a 15 page limit (double sided) for RFP Attachment A, B, and C individually. Brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed

proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 007, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. Provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at:

<http://www.sanantonio.gov/purchasing/>

Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance or his designee shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Respondent Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Central Time, on Friday, August 12, 2016**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Laura Sambrano, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Laura.Sambrano@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the approval of the City of San Antonio City Council by adoption of an Ordinance.

Evaluation Criteria:

Depository Banking Services – Section A:

Experience, Background, Qualifications (**30 points**)

Proposed Services (**40 Points**)

Cost/Compensation and Earnings Proposal (**15 points**)

Local Preference (LPP) Ordinance (**up to 10 points**)

10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio City limits,

OR;

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, from which at least 100 of its employees OR at least 20% of its total full-time, part time and contract employees are regularly based or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran-Owned Small Business (VOSB) Preference Program (**5 points**)

Lockbox Services – Section B:

Experience, Background, Qualifications (30 points)

Proposed Services (30 Points)

Cost/Compensation Proposal (25 points)

Local Preference (LPP) Ordinance (up to 10 points)

10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio City limits,

OR;

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, from which at least 100 of its employees OR at least 20% of its total full-time, part time and contract employees are regularly based or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran-Owned Small Business (VOSB) Preference Program (5 points)

Merchant Banking Services – Section C:

Experience, Background, Qualifications (30 points)

Proposed Services (25 Points)

Cost/Compensation Proposal (30 points)

Local Preference (LPP) Ordinance (up to 10 points)

10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio City limits,

OR;

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, from which at least 100 of its employees OR at least 20% of its total full-time, part time and contract employees are regularly based or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran-Owned Small Business (VOSB) Preference Program (5 points)

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract(s), if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more Proposals or reject any or all Proposals received in response to this RFP, and to waive informalities and irregularities in the Proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

If selected, Respondent will be required to fully comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent(s) must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Monday, August 1, 2016
Pre-Submittal Conference	Tuesday, August 9, 2016 at 9:00 a.m.
Final Questions Accepted	Friday, August 12, 2016 at 2:00 p.m.
Proposal Due	Tuesday, August 30, 2016 at 2:00 p.m.

014 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

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

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Finance Department, which shall be clearly labeled **“DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES”** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Finance Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Banker’s Blanket Bond	\$35,000,000 per occurrence

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 3

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 4

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 5

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

Below is the link to Memo authored by TML regarding modifications to Form 1295:

http://www.tml.org/legis_updates/h-b-1295-contracts-disclosure-ethics-commission-continues-to-modify-implementing-rules

RFP EXHIBIT 6

Investment Policy

Posted as a separate PDF document.

RFP EXHIBIT 7

Depository Banking Statistics

City Bank Accounts - The City currently utilizes fourteen (14) accounts. The City's Operating Account is set up as a ZBA Master Account and has eight (8) secondary accounts. The City currently receives online detail of activity such as checks paid, deposits, deposit corrections, wires, ACH, etc. for all accounts.

Collection Services:

The following annual activity pertains to the City's Operating Account for the period May 1, 2015 – April 30, 2016:

Total dollars deposited annually for the vault is \$361,689,693 (declared value).

Total change order dollars supplied annually for the vault is \$1,107,720.

The average transaction amount is \$19,474.

The average number of transactions is 18,573.

The number of electronic check processing locations is 3.

The annual returned check amount is \$408,100 (this amount may include return check dollars for all accounts).

The annual check percentage is .11 (return items/check deposit volume).

The annual total dollar volume of incoming ACHs is \$581,607,233.22.

Disbursement Services:

The annual activity below pertains to the period May 1, 2015 – April 30, 2016:

The City disbursed 37,050 vendor checks and 10,414 payroll checks during this time period.

The City utilizes ACH, primarily for payroll/pension activity disbursements and vendor payments.

The current annual total dollar volume of outgoing ACH is \$1,272,311,630.96.

The City purchased 90 securities and had 81 maturities.

RFP EXHIBIT 8

Lockbox Statistics

The annual activity below pertains to the period May 1, 2015 – April 30, 2016:

Airport Lockbox (Wholesale):

Processes approximately \$522,005 per month, which represents 34 items processed.
The average payment made to the Airport Lockbox is approximately: \$15,544.
The sort requirements are: No Post dated checks.
The % of remitters that return remittance document: Not Applicable.
The % of items returned NSF: less than 5%.

EMS Lockbox (Wholesale):

Processes approximately \$2,197,331 per month, which represents 2,565 items processed.
The average payment made to the EMS Lockbox is approximately: \$857.
The sort requirements are: No paid in full notations on checks accepted/No post dated checks.
The % of remitters that return remittance document: Not Applicable.
The % of items returned NSF: less than 5%.

Health Lockbox (Retail):

Processes approximately \$203,362 per month, which represents 473 items processed.
The average payment made to the Retail Lockbox is approximately \$430.
The sort requirements are: Singles/Multiples/No checks-only.
The % of remitters that return remittance document: 100% of lockbox.
The % of items returned NSF: less than 5%.

Types of payments accepted at the lockbox are cash, check, money orders, and electronic payments.

RFP EXHIBIT 9

Merchant Banking Statistics

Transactions and Volume:

Number of Transactions	Fiscal Year 2015	Calendar Year 2015
Card Type	October 1, 2014 - September 30, 2015	January 1, 2015 - December 31, 2015
MasterCard	527,895	553,641
Visa	853,065	879,871
Amex	151,005	153,033
Discover	18,894	20,691
	<u>1,550,859</u>	<u>1,607,236</u>
Volume	Fiscal Year 2015	Calendar Year 2015
Card Type	October 1, 2014 - September 30, 2015	January 1, 2015 - December 31, 2015
MasterCard	\$ 21,336,551.97	\$ 21,904,783.78
Visa	33,420,490.16	33,610,799.59
Amex	11,581,149.65	11,495,047.70
Discover	989,782.38	993,039.47
	<u>\$ 67,327,974.16</u>	<u>\$ 68,003,670.54</u>

Locations and Equipment:

Department	Terminals	Merchant ID's	Equipment/Software
Animal Care	1	1 Ingenico iCT250	
Aviation ¹	16	10 Ingenico iCT250, Hypercom T4220	
Center City ²	11	19 Ingenico IPP320-ActiveNet 16.0, Ingenico iCT250, VX680 Wireless	
City Clerk	3	2 Ingenico iCT250, Hypercom T4220	
Convention, Sports, Entertainment and Facilities ³	4	2 Hypercom T4220	
Convention and Visitor Bureau	4	2 Ingenico iCT250, PCCCharge	
Development Services	3	1 Ingenico iCT250, Hypercom T4220	
Finance	4	2 Hypercom T4220, Verifone MX915, Active Tender Retail MCM 4.2	
Health	7	4 Ingenico iCT250, Hypercom T4220, Hypercom T4210, VX680 Wireless	
Library	31	31 Ingenico iCT250, Hypercom T4220, VeriFone VX510	
Municipal Court	15	3 Ingenico iCT250, Hypercom T4220, Kiosk-Authorize.net, Tyler Technologies	
Parks & Recreation	10	4 Ingenico iPP320, Hypercom T4220, ActiveNet 16.0	
Pre-K	4	4 Ingenico iCT250, Hypercom T4220	
San Antonio Police Department	7	5 Ingenico iCT250, Vx610	
Solid Waste Management	3	3 Ingenico iCT250, Hypercom T4220	
Online Payments			
Department			
Animal Care	N/A	1 City of San Antonio	
Aviation	N/A	2 PARIS-on-the-Web-Integra Park, LLC, City of San Antonio	
Convention and Visitor Bureau	N/A	1 Passkey, City of San Antonio	
Development Services	N/A	3 City of San Antonio	
Finance ⁴	N/A	1 Active Tender Retail MCM 4.2	
Historical Preservation	N/A	1 City of San Antonio	
Library	N/A	1 City of San Antonio	
Municipal Court	N/A	2 Authorize.net, Tyler Technologies, City of San Antonio	
Parks & Recreation	N/A	1 ActiveNet 16.0	

Note: This is an estimate the quantity and number of locations may change.

¹ Additionally, this department also utilizes: Multi Space Parking Meters and Pay Stations- Monetra, Software Version #: 7.2, Fee Computer and Pay in Lane Parking-EBParcs

² Additionally, this department also utilizes: Fee Computer and Pay in Lane Parking-WEBParcs, PARIS in PERSON: PARIS (developed by Integra Park, LLC) version 4.3.2

³ Ticket Master transactions are excluded from the City's Merchant Banking Contract and is outsourced to a third party processor, they use a website for ticket purchases.

⁴ Pending

Depository Banking Services – Section A

015 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

- d. State the number of full-time employees at the Bexar County office. _____

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

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

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

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

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings within last 10 years?

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

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references from governmental entities in Texas, preferably in San Antonio that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RESPONDENT QUESTIONNAIRE

1. **City's Primary Contact:** Provide the name of the individual who will be the primary contact for the City's account. The individual must have sufficient authority to solve routine problems, command the resources necessary to address complex problems, and be accessible twenty-four hours per day, seven days per week, including holidays, if necessary. Please provide his or her relevant experience on accounts of similar size and scope and include the following information:
 - A. Name, Title, Phone Number, Office Location, Mailing Address, and Email Address
 - B. Brief resume including years of experience with Respondent firm and years of experience in banking
 - C. Role on the City's account
 - D. Availability during normal business hours, after hours, weekends, and holidays.
 - E. Other major accounts for which primary contact will be responsible during the term of the Depository Banking Services Contract.

2. **Other Key Personnel:** Prepare a table listing three other key personnel to be assigned to the City's account and each person's relevant experience on accounts of similar size and scope. Include the following information:
 - A. Name, Title, Phone Number, Office Location, and Email Address
 - B. Brief resume including years of experience with Respondent firm and years of experience in banking
 - C. Representatives role on the City's account
 - D. Availability during normal business hours, after hours, weekends, and holidays.
 - E. Other major accounts for which key personnel will be responsible during the term of the Depository Banking Services Contract.

3. **Experience, Background, and Qualifications:** Prepare and submit responses to address the following items.
 - A. Describe how you meet the minimum qualifications included in Section 004 – Scope of Services.
 - B. Describe Respondent's experience relevant to the scope of services required by RFP Section A - Depository Banking Services. List and describe experience in providing services to clients of similar size and with similar scope over the past four (4) years.
 - C. Discuss the ability of Respondent's depository reporting system to interface directly with SAP. Provide examples of Respondent's experience with clients utilizing SAP including interfacing and conversion strategies. Is there any existing interface or will customization be required? What languages or protocols are used to facilitate the interface and is there a charge for the interface?
 - D. Provide any additional information or related skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
 - E. Provide all Respondent's senior and subordinate debt ratings. Confirm that any change in these ratings will be reported to the City as soon as permissible.
 - F. Provide a brief description of Respondent's capital structure as shown on the latest published quarterly financial statement to include:
 1. Total Capital
 2. Current Value of Deposits
 3. Local Deposits
 - G. Explain material changes, if any, that have occurred within Respondent's firm over the last six (6) months including capital, or organizational structure:
 - H. Describe Respondent's customer service process including availability for account research and inquiries including hours of operation. Describe Respondent's technical support for computer hardware, software, and communication problems including hours of operation.
 - I. Provide the location of the banking facility within City limits of the City of San Antonio that will provide the major portion of the Depository Banking Services. What services will be provided at this facility. Are other facilities used to supplement the services?

4. **Proposed Required Services: Provide the following items.**

A. **Customer Service and Community Service.** Service is a critical element for the City and will be a primary focus of the evaluation.

1. Describe the Respondent's philosophy of customer service. What is distinctive about the Respondent's approach to customer service? How will the Respondent satisfy the City's need for customer service? What approach, service, or program functions will be instituted to provide the optimal service?
2. What is distinctive about the Respondent's approach to its service automation? How does the Respondent intend to support the new and ongoing automation needs of the City? How will this impact the City now and throughout the contract period?
3. Are there any new services planned which may impact the City? When are these planned to be available?
4. Is the Respondent offering any transition or retention incentives? Describe fully and quantify completely.
5. What level of community service does the bank and its employees contribute to San Antonio?
6. Provide Respondent's three (3) most recent Federal Community Reinvestment Act (CRA) ratings. Also, please include one (1) copy of Respondent's most recent CRA Performance Evaluation. Only one (1) copy needs to be submitted with the one (1) original Proposal and is not required to be submitted with the eight (8) required copies of the Proposal. Submit a hardcopy of the Texas region portion of the CRA report and the entire CRA report on CD.

B. **Collection Services.** Describe the processing related to collection of the following:

1. Cash and Coin
 - a. Deposit deadlines for same day credit.
 - b. Must deposits be made to a vault?
 - c. Location of Respondent's vault.
 - d. What type deposit bags are used or required?
 - e. How does the Respondent handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
 - f. Can deposits or credits be delayed for any reason?
 - g. Does the Respondent require or prefer strapping? Are there cost options/benefits for separating cash? Is there a cost option/benefit for strapping?
2. Checks
 - a. Deposit deadlines for same day credit.
 - b. Must deposits be made to a vault?
 - c. Location of Respondent's check processing center.
 - d. What type of deposit bags are used or required?
 - e. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
 - f. Can deposits or credits be delayed for any reason?
 - g. Does the Respondent require or prefer strapping? Are there cost options/benefits for separating checks? Is there a cost option/benefit for strapping?
 - h. How and when does notification of return items take place? List the elements reported (date, status, reference number, account numbers and routing number, amount, etc.).
 - i. Enhanced Processing
 - i. Electronic Check Processing (Scan Technology)
 - ii. Other available technology
 - j. Remote Electronic Check Acceptance
 - i. Describe the Respondent's process and capabilities for remote capture. Describe equipment needs, capabilities, and limitations. A web-based system would be required.
 - ii. Can multiple batches be deposited during the business day? What is the final cut-off time? Are there any limitations on batch size or number of transmissions per day?
 - iii. If a check is accepted and subsequently returned by the bank NSF, define the process. What obligations/liabilities does the City and bank have?

- iv. What options does the City 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).
- v. Will the Respondent provide scanners?

3. ACH

- a. Transmission deadlines for same day and next day credit/debit
- b. Notification procedures
- c. Will Respondent debit City account on initialization or settlement date?
- d. Does the Respondent have any program to actively assist the City in collection for vendors or ongoing repetitive citizen payments preferably through ACH?
- e. Reversals
 - i. Does the system have ACH reversal capabilities built in?
 - ii. Identify reversal procedures and the turnaround time to process requests?
 - iii. Is there a direct contact (i.e. Help Desk, ACH maintenance, etc.) available to process reversal requests?

4. Incoming Wires

- a. Deposit deadlines for same day credit
- b. Notification procedures

5. Internal Account Transfers

- a. Deposit deadlines for same day credit
- b. Execution procedures
- c. Notification procedures

6. Deposit Supplies

- a. Process for ordering deposit supplies
- b. Payment options if ordered through outside vendor

7. Virtual Banking

- a. Virtual vault
- b. Other virtual services
- c. Discuss and define any additional virtual collection services offered for the capture of both the check and remittance document.

C. **Disbursement Services.** Describe the processes related to the disbursements below:

1. Checks

- a. When are daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
- b. Does the bank image all checks?
- c. The City requires that the bank shall cash (free of charge) all on-us checks for City employees regardless of whether the employee has an account with the bank. Confirm agreement with this condition.

2. ACH

- a. File transmission deadlines
- b. Transmission technology requirements
- c. Is ACH online service available for online individual transactions as well as file transmission? What are the cut-off times for each?
- d. Describe how individual ACH transactions are entered online? What security features are in place?
- e. What is the policy and process for handling ACH returned items?
- f. Can ACH items and files be future dated?
- g. What specific filters and blocks are available on the accounts? Define and describe all Respondent's fraud filter and block options.
- h. What policy, process and time requirements exist for file and item reversals and deletions?
- i. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? What is the bank's policy on using ledger balances for ACH?
- j. Is the pre-note charged as a standard ACH transaction?

3. **Outgoing Wires**
 - a. Provide deadlines for wire initiation, wire access, posting, and cut-off times.
 - b. Online input procedures – do you require dual authorization?
 - c. Notification procedures
 - d. Number of times within the last six (6) months that Respondent's wire system was not available and duration of service interruption.
 - e. Can all wires and CHIPS transactions be initiated and monitored on-line?
 - f. Can repetitive templates be created and stored? Is there a template storage fee?
 - g. What level of security authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?
 - h. Is future dating of wires available? How far in advance?
 - i. State the Respondent's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
4. **Internal Account Transfers**
 - a. Deadlines for internal account transfer initiation.
 - b. Execution procedures for manual and online processing
 - c. Notification procedures
 - d. Is future dating of transfers available? How far in advance?
5. **Overdrafts**
 - a. State the Respondent's policy regarding aggregate overdraft charges and the fees, if any.
6. **Stop Payments**
 - a. Describe the stop pay process and any bank policy on stop pays.
 - b. How long do standard stop pays and renewals remain in effect? What 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 not cleared before accepting the stop pay?

D. **Account Reconciliation.** Describe what options are available to the City with regard to the account reconciliation process, including the following:

1. Full Reconciliation reports and data availability
2. Partial Reconciliation reports and data availability Deposit Reconciliation
3. On-line reporting and SAP file interfaces

E. **Cash Management Services.** Describe the process of utilizing the following:

1. **On-line Account Information Services**
 - a. Respondent's on-line service capabilities and systems, with examples (i.e. balance reporting, wires, positive pay, stop pay, etc.) and describe any differentiation on transaction and summary information on account types.
 - b. Beginning and ending ledger balances, collected balances, available balances and float for previous day.
 - c. Detail of previous day bank activity
 - i. Detail the availability and level of prior day and intra-day detail and summary reporting. When is prior day information available?
 - ii. Number of business days of current information that is stored on Respondent's on-line account information service.
 - d. Detail of current day bank activity
 - i. Types of current day transaction activity
 - iii. Frequency of updates (real time or batch updates)
 - iv. Number of business days of current information that is stored on Respondent's on-line account information service.
 - e. Detail of wire notification process
 - i. Options for notification of incoming and outgoing wires.
 - f. Other on-line services available
 - i. Ability of user customization
 - ii. Describe Respondent's search capabilities for historical transactions and reports as well as the ability to retrieve and download historical images.

- iii. Are all reporting processes and services web-based? Is paper back-up needed on any transactions?
 - iv. Do the Respondent's systems include a cash forecasting module or capability?
 - v. Define all transaction and summary history retention features.
 - vi. Can customized reports draw across reporting modules and activities? Describe the cross functionality features.
 - vii. Describe security protocols for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
 - viii. What are the hours of available technical support? Where is the technical support located? How is support provided?
 - ix. Submit samples of major screens and reports available or provide a website and sign-on information for an on-line demo, if available. If not available, submit screen prints.
- g. Security measures
 - h. Administrative functions and capabilities
2. Controlled Disbursements
- a. What is the identification and location of the bank utilized for the controlled disbursement services?
 - b. What are the established first and second presentment times?
 - c. What percent is cleared on first presentment? Second presentment?
 - d. What is the notification procedure?
 - e. What procedures are in place in case of system failures?
3. Zero Balance Accounts
- a. Describe the Respondent's ability to provide a Zero Balance Accounting ("ZBA") Master structure. Include classifications of accounts (ZBA or other) to be used in the structure.
 - b. Any limit on the number of secondary accounts available linked to master account.
 - c. Execution procedures
 - d. Funding times
4. Sweep Accounts to external money market mutual fund
- a. Type of overnight investment
 - b. Will sweep activity be reported on a detailed, daily basis (each debit and credit) or summarized on a monthly basis? Is a separate sweep account report available for the transactions? Is there a separate report for sweep activity?
 - c. If the Respondent cannot provide a sweep mechanism, or if alternative account types are proposed for the accounts (especially while rates are low), describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure.
 - d. The City expects highly competitive rates on all demand accounts and the Earnings Credit Rate (ECR). On interest bearing accounts, what is the rate based on? If managed rates are used what does the Respondent expect of rates in the next two years?
 - e. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe the collateral provisions for funds held overnight.
5. Money Market Mutual Fund(s) Sweep Vehicle
- a. Name and type of fund (must be a fund striving to maintain a \$1 NAV)
 - b. Is it SEC registered? Fund size
 - c. Provide a fund Prospectus
6. Other Cash Management services available but not identified in RFP.

F. **Financial Safeguards.** Describe the security service applicable to the following:

1. Positive Pay
- a. Describe data transmission file and timing requirements for check registers. Are file transmissions charged by file by detail item or both?
 - b. Is positive pay input for manual checks available on-line? Show screen print.
 - c. Is exception reporting and handling managed totally online? At what specific time is positive pay exception information reported to the City? How is notification made? Is email notification available or must the City check for exceptions?

- d. At what specific time is the positive pay response required for City exception elections?
- e. Does the Respondent have payee positive pay available?
- f. Does the Respondent review exceptions such as encoding errors for possible repair before creating a City exception item?
- g. 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 over-the-counter transactions?

- 2. ACH Blocking
 - a. What filters and blocks are available?
- 3. Data Transmission
 - a. Transmission security measures
 - b. Transmission technology requirements
- 4. Other Security Measures
 - a. Protection from fraud or errors for electronic services
 - b. Protection from fraud or errors for on-line services
 - c. Does Respondent provide fraud protection information or training on an ongoing basis?

G. **Disaster Preparedness Process.** Describe Respondents disaster recovery procedures and specifically address the following:

- 1. Describe provisions for off-site backup and continuation of services in local or regional disaster situation.
- 2. What support will the Respondent's be able to offer the City in a disaster situation to maintain stable banking functions? Focus on systems, telecommunications and power, operational facilities, and transportation.

H. **Collateral.** 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 City. Authorized collateral will include only the following as described in the City Investment Policy – RFP Exhibit 6. The Respondent will be responsible for the pricing of securities and daily monitoring and maintenance of margin levels and will provide market values on the securities. The custodian is required to provide a monthly report directly to the City on the collateral pledged. The Pledge Agreement shall be executed under the terms of FIRREA with approval by resolution of the Bank Board or Loan Committee. If the Federal Reserve is used as custodian a Circular 7 Pledgee Agreement will be executed and appended to the agreement. Describe the services available to meet collateral requirements in accordance with Chapter 2257 of the Texas Government Code (the Public Funds Collateral Act), and Chapter 105 of the Local Government Code related to the following:

- 1. Name of financial institution to be used as custodian
- 2. Process for pledging and substituting securities
- 3. Collateral management division oversight
- 4. Provide deadlines to post additional collateral
- 5. List execution procedures
- 6. Describe timing of reports and format
- 7. Identify if there are additional fees for posting collateral and or having excess collateral. If so, provide as additional line item on RFP Attachment A-1.
- 8. Confirm agreement to the collateral conditions stated above.

I. **Safekeeping and Trust Services.** All City investments will be made by the City Finance Department and written instructions for settlement will be given to the Respondent by an authorized individual. The Respondent will be required to provide book-entry safekeeping services through the bank or a correspondent. All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented by receipts. All interest payments and maturities shall be given immediate collected credit. Describe Respondent's Trust services related to the following:

- 1. Is online trade input available? Is settlement monitoring available? Describe all options.
- 2. Describe the Respondent's safekeeping arrangements proposed. Identify any correspondent bank used for custody.

3. Is the Respondent proposing safekeeping for City-owned securities on the bank side or in a trust situation? Define the differences proposed.
4. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional City actions required.
5. The City desires call and maturity notification. How and when can this be provided?
6. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?
7. What time are delivery instructions required? Is this a firm cut-off? Is there a fee charged for late instructions.
8. If the City participates in a securities lending program in the future with a third party under a separate agreement. Describe what kind of custody arrangement is available and fees associated with this type of arrangement.
9. Custodial services
10. Escrow services
11. The bank will be required to review the City's Investment Policy and certify to that review in accordance with Texas Local Government Code 2256. Confirm agreement with this requirement.
12. Are online investment reporting services included? If so submit report samples.

J. **Reportings.** Describe availability frequency, frequency, media options, and exportable formats for each of the following:

1. Bank statements
 - a. Provide a sample statement.
 - b. When and how are statements available? Are statements provided in both paper and electronic formats?
 - c. When is the statement available online?
 - d. How long are statements maintained online?
2. Itemized statements for operating and payroll accounts
3. Account analysis statements
 - a. Provide a sample account analysis.
 - b. State how and when the analysis will be available each month.
 - c. Is the analysis provided online? How long is the analysis maintained on-line?
 - d. Is the analysis also imaged on the monthly CD-ROM (if applicable)?
4. Escrow reports
5. Trust account statements
6. Safekeeping account statements
7. Reporting for record keeping using CD images of paper items (checks, deposit slips, etc.).
8. Online imaging for deposit corrections and return items.

K. **Training.** Describe the initial and ongoing training resources available to the City, if any.

L. **Card Services.** Describe the following card services as provided by Respondent:

1. Prepaid cards
2. Payroll cards
3. Epayables

M. **Other Services.** Provide any other information that Respondent may deem applicable to Depository Banking Services that the City may utilize but has not been directly requested in this RFP. Utilize this section to delineate and propose any other services which the institution wishes to have the City evaluate for potential use that could be implemented to make the City's financial operation more effective and efficient. Full pricing of such services should be provided on RFP Attachment A-1.

1. The City requires the right to use a third party auditor to review the City's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.

N. **Implementation Plan.** If applicable, a detailed description of the recommended implementation process including testing, as well as a sample implementation schedule and a description of the implementation team. What are the critical factors that may impact implementation? Describe materials available and/or on-site training provided by Respondent.

RFP ATTACHMENT A-1

COST/COMPENSATION SCHEDULE

Posted as a separate excel document.

RFP ATTACHMENT A-2

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT A-3

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT A-4

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(See RFP Exhibit 3)

RFP ATTACHMENT A-5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(See RFP Exhibit 4).

RFP ATTACHMENT A-6

PROOF OF INSURABILITY

To be submitted with Respondent's Proposal (See RFP Exhibit 1)

- Insurance Provider's Letter
- Copy of Current Certificate of Insurance

RFP ATTACHMENT A-7
INDEMNIFICATION REQUIREMENTS

(See RFP Exhibit 2)

RFP ATTACHMENT A-8

FINANCIAL INFORMATION

To be submitted with Respondent's Proposal.

RFP ATTACHMENT A-9

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(See RFP Exhibit 5)

RFP ATTACHMENT A-10

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT A-11

PROPOSAL CHECKLIST

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

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Depository Banking Services – Section A	
	Table of Contents	
	Executive Summary	
A	<ul style="list-style-type: none"> • General Information/Respondent Questionnaire • RFP Attachment A- Part One/ Part Two 	
A-1	Cost/Compensation Schedule <ul style="list-style-type: none"> • RFP Attachment A-1 	
NOTE: Remaining items listed in Tabs A-2 to A-11 are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.		
A-2	*Contracts Disclosure Form <ul style="list-style-type: none"> • RFP Attachment A-2 	
A-3	Litigation Disclosure Form <ul style="list-style-type: none"> • RFP Attachment A-3 	
A-4	*Local Preference Program Identification Form <ul style="list-style-type: none"> • RFP Attachment A-4 	
A-5	*Veteran-Owned Small Business Identification Form <ul style="list-style-type: none"> • RFP Attachment A-5 	
A-6	Proof of Insurability <ul style="list-style-type: none"> • RFP Attachment A-6 • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
A-7	Indemnification Requirements <ul style="list-style-type: none"> • RFP Attachment A-7 	
A-8	Financial Information <ul style="list-style-type: none"> • RFP Attachment A-8 	
A-9	Certificate of Interest Parties Form 1295 <ul style="list-style-type: none"> • RFP Attachment A-9 	
A-10	* Signature Page <ul style="list-style-type: none"> • RFP Attachment A-10 	
A-11	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment A-11 	
	One (1) Original, twelve (12) hard copies original signed in ink, <i>(Of Attachment A Part one and two only do not include: LPP, VOSB, Cost/Compensation Schedule and Financial Information in twelve (12) additional hardcopies)</i> and one copy of the entire proposal on compact disk (CD) containing an Adobe PDF version(searchable) of the entire proposal, also an excel version of the Cost/Compensation Schedule in a sealed package clearly marked with the project name, “RFP for DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES”	

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

Lockbox Services – Section B

015 - RFP ATTACHMENTS

RFP ATTACHMENT B, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

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

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

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

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

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

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

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references from governmental entities in Texas, preferably in San Antonio that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT B, PART TWO

RESPONDENT QUESTIONNAIRE

1. **City's Primary Contact:** Provide the name of the individual who will be the primary contact for the City's account. The individual must have sufficient authority to solve routine problems, command the resources necessary to address complex problems, and be accessible twenty-four hours per day, seven days per week, including holidays, if necessary. Please provide his or her relevant experience on accounts of similar size and scope and include the following information:
 - A. Name, Title, Phone Number, Office Location, Mailing Address, and Email Address
 - B. Brief resume including years of experience with Respondent firm and years of experience in banking
 - C. Representatives role on the City's account and plan for ongoing quarterly review meetings
 - D. Availability during normal business hours, after hours, weekends, and holidays
 - E. Other major accounts for which primary contact will be responsible during the term of the Lockbox Services Contract

2. **Other Key Personnel:** Prepare a table listing other key personnel to be assigned to the City's account and each person's relevant experience on accounts of similar size and scope. Include the following information:
 - A. Name, Title, Phone Number, Office Location, and Email Address
 - B. Brief resume including years of experience with Respondent firm and years of experience in banking
 - C. Role on the City's account
 - D. Availability during normal business hours, after hours, weekends, and holidays
 - E. Other major accounts for which key personnel will be responsible during the term of the Lockbox Services Contract

3. **Experience, Background, and Qualifications:** Prepare and submit narrative responses to address the following items.
 - A. Describe how the Respondent will meet the minimum qualifications included in Section 004 – Scope of Service.
 - B. Describe Respondent's experience relevant to the scope of services required by RFP Section B – Lockbox Services. List and describe experience in providing services to clients of similar size and with similar scope over the past three (3) years.
 - C. Discuss the ability of Respondent's depository reporting system to interface directly with SAP. Provide examples of Respondent's experience with clients utilizing SAP including interfacing and conversion strategies. Is there any existing interface or will customization be required? What languages or protocols are used to facilitate the interface and is there a charge for the interface?
 - D. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
 - E. Provide Respondent's senior and subordinate debt ratings for firm as shown on the latest published quarterly financial statement to include:
 1. Total Capital
 - F. Explain material changes, if any, which have occurred within Respondent's firm over the last six (6) months including capital and organizational structure.
 - G. Describe Respondent's customer service availability for research and inquiries including hours of operation.
 - H. Describe Respondent's technical support for computer hardware, software, and communication problems including hours of operation.

4. **Proposed Services:** Provide the following information:
- A. Customer Service
 - 1. Describe customer service support associated with processing payments.
 - B. What are the Respondent's capabilities in processing the following:
 - 1. Remittance forms and white paper
 - 2. What information is available or required for remittance documents (i.e. bar codes with system interface information)?
 - 3. City invoices generated from a web based payment system
 - C. Payment Processing
 - 1. What are the deposit deadlines for same day credit? How many USPS collections occur daily: weekdays and Saturday?
 - 2. Where is the location of Respondent's lockbox?
 - 3. How many pick-ups are normally (or could be) scheduled for:
 - a. Monday - Friday
 - b. Saturday
 - 4. How is the time of pick-ups scheduled? What flexibility does the City have in scheduling?
 - a. Normal business hours
 - b. After hours
 - c. Weekends
 - d. Holidays
 - D. Describe the processing of the various forms of payments such as:
 - 1. Personal Check
 - 2. Money Order
 - 3. Traveler's Check
 - 4. Cashier's Check
 - 5. Cash
 - E. What are the Respondent's imaging capabilities? How are images made available and how long are they available online?
 - 1. Images of checks
 - 2. Images of remittance documentation
 - 3. Images of correspondence
 - F. Exception processing
 - 1. Partial payment(s) or payments received whereby the check differs from the amount displayed on the corresponding remittance documents.
 - 2. Overpayments
 - 3. Items processed separately and sent to City
 - 4. Remittance forms without payment
 - 5. Payments without remittance forms
 - 6. Single checks with multiple remittance forms
 - 7. Credit card payments
 - 8. Post dated checks, if denoted in opening process
 - 9. Foreign checks (any check that may not be processed through the United States Federal Reserve System)
 - 10. Cash received
 - a. Deposit procedures
 - b. Storage procedures
 - G. How are correspondence and other materials to be returned? On what schedule?
 - 1. Process for receiving correspondence with payments
 - a. Is the correspondence labeled?
 - b. Is the correspondence batched separately?
 - H. Describe your reporting capabilities and provide samples.
 - 1. Online reporting details
 - 2. Sample reports
 - 3. Time of day end-of-day balances are available

4. Real-time balance reporting
 5. Summary information on reports including dollars and transaction count
 6. Availability of information on individual payments processed including the following information: batch label, sequence number, customer account number, and payment amount.
- I. Additional Processing
 1. What information is printed on the back of each remittance advice and check in terms of the following:
 2. The customer account number (taken from the document's scan line) or the entire scan line
 3. The number of the batch within which it was processed
 4. The date of the processing
 5. Returned checks to include debit memo
 6. Deposit adjustments returned to City contact
 - J. What types of processing equipment is used?
 1. Volume Capabilities and speed
 2. Down time over the past 12 months
 3. Other relevant information
 - K. Transmission issues: How is data to be transmitted and reports provided?
 1. Transmission schedule
 2. Any limitation on number of files
 3. Transmission information
 - a. Type of format for connections
 - b. Secure Internet protocols
 - c. Confirmations for receipt of files
 - d. Testing environment for new transmissions or for use when hardware/ software changes are being implemented.
 - e. Primary and secondary technical contacts for missed or incorrect transmissions
 - f. Notification procedures and escalation procedures for problems
 - g. Electronic back-up copies of transmission for emergency use. These copies shall be maintained for five days following the original transmission date.
 - L. Delivery Method – describe the courier and overnight mail services.
 - M. Describe your quality control mechanisms in place.
 1. Item processing error rate
 2. Deposit error rate
 3. Procedural error rate
 4. Distribution error rate
 5. Deposit reporting error rate
 6. Detail reporting error rate
 7. Other performance indicators
 - a. Reporting frequency
 - b. Period covered
 - N. Check Processing and Funds Availability
 1. What is the policy for reimbursement on encoding errors made by Respondent?
 2. Computation of availability (e.g., by item, fractional availability, float factor, or other)
 - O. Other Services. Provide any other information that Respondent may deem applicable to Lockbox Services that the City may utilize but has not been directly requested in this RFP, as well as ideas and suggestions for changes or modifications that could be implemented to make the City's financial operation more effective and efficient.
 - P. Implementation Plan: If applicable, a detailed description of the recommended implementation process including testing, as well as a sample implementation schedule and a description of the implementation team. What are the critical factors that may impact implementation?

RFP ATTACHMENT B-1

COST/COMPENSATION SCHEDULE

Posted as a separate excel document.

RFP ATTACHMENT B-2

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/efrms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT B-3

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT B-4

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(See RFP Exhibit 3)

RFP ATTACHMENT B-5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(See RFP Exhibit 4)

RFP ATTACHMENT B-6

PROOF OF INSURABILITY

To be submitted with Respondent's Proposal (See RFP Exhibit 1)

- Insurance Provider's Letter
- Copy of Current Certificate of Insurance

RFP ATTACHMENT B-7
INDEMNIFICATION REQUIREMENTS

(See RFP Exhibit 2)

RFP ATTACHMENT B-8

FINANCIAL INFORMATION

To be submitted with Respondent's Proposal.

RFP ATTACHMENT B-9

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(See RFP Exhibit 5)

RFP ATTACHMENT B-10

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City’s Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City’s Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT B-11

PROPOSAL CHECKLIST

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

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Lockbox Services – Section B	
	Table of Contents	
	Executive Summary	
B	<ul style="list-style-type: none"> • General Information/Respondent Questionnaire • RFP Attachment B- Part One/ Part Two 	
B-1	Cost/Compensation Schedule <ul style="list-style-type: none"> • RFP Attachment B-1 	
NOTE: Remaining items listed in Tabs B-2 to B-11 are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.		
B-2	*Contracts Disclosure Form <ul style="list-style-type: none"> • RFP Attachment B-2 	
B-3	Litigation Disclosure Form <ul style="list-style-type: none"> • RFP Attachment B-3 	
B-4	*Local Preference Program Identification Form <ul style="list-style-type: none"> • RFP Attachment B-4 	
B-5	*Veteran-Owned Small Business Identification Form <ul style="list-style-type: none"> • RFP Attachment A-5 	
B-6	Proof of Insurability <ul style="list-style-type: none"> • RFP Attachment B-6 • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
B-7	Indemnification Requirements <ul style="list-style-type: none"> • RFP Attachment B-7 	
B-8	Financial Information <ul style="list-style-type: none"> • RFP Attachment B-8 	
B-9	Certificate of Interest Parties Form 1295 <ul style="list-style-type: none"> • RFP Attachment B-9 	
B-10	* Signature Page <ul style="list-style-type: none"> • RFP Attachment B-10 	
B-11	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment B-11 	
	One (1) Original, twelve (12) hard copies original signed in ink, <i>(Of Attachment B Part one and two only do not include: LPP, VOSB, Cost/Compensation Schedule and Financial Information in twelve (12) additional hardcopies)</i> and one copy of the entire proposal on compact disk (CD) containing an Adobe PDF version(searchable) of the entire proposal, also an excel version of the Cost/Compensation Schedule in a sealed package clearly marked with the project name, “RFP for DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES”	

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

Merchant Banking Services – Section C

015 - RFP ATTACHMENTS

RFP ATTACHMENT C, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "**High Profile**". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

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

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

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

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

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

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

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references from governmental entities in Texas, preferably in San Antonio that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT C, PART TWO

RESPONDENT QUESTIONNAIRE

1. **City's Primary Contact:** Provide the name of the individual who will be the primary contact for the City's account. The individual must have sufficient authority to solve routine problems, command the resources necessary to address complex problems, and be accessible twenty-four hours per day, seven days per week, including holidays, if necessary. Please provide his or her relevant experience on accounts of similar size and scope and include the following information:
 - A. What is the name, Title, Phone Number, Office Location, Mailing Address, and Email Address of the primary representative
 - B. Brief resume including years of experience with Respondent firm and years of experience in merchant services
 - C. Representative's role on the City's account and plan for ongoing quarterly review meetings
 - D. Availability during normal business hours, after hours, weekends, and holidays
 - E. Other major accounts for which primary contact will be responsible during the term of the Merchant Banking Services Contract

2. **Other Key Personnel:** Prepare a table listing other key personnel to be assigned to the City's account and each person's relevant experience on accounts of similar size and scope. Include the following information:
 - A. Name, Title, Phone Number, Office Location, and Email Address
 - B. Brief resume including years of experience with Respondent firm and years of experience in merchant services
 - C. Role on the City's account
 - D. Availability during normal business hours, after hours, weekends, and holidays
 - E. Other major accounts for which key personnel will be responsible during the term of the Merchant Banking Services Contract

3. **Experience, Background, and Qualifications:** Prepare and submit narrative responses to address the following items.
 - A. Describe how Respondent meets the minimum qualifications included in Section II – Minimum Qualifications for Respondents.
 - B. Describe Respondent's experience relevant to the scope of services required by RFP Section C – Merchant Banking Services. List and describe experience in providing services to clients of similar size and with similar scope over the past (3) three years.
 - C. Discuss the ability of Respondent's depository reporting system to interface directly with SAP. Provide examples of Respondent's experience with clients utilizing SAP including interfacing and conversion strategies. Is there any existing interface or will customization be required? What languages or protocols are used to facilitate the interface and is there a charge for the interface?
 - D. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
 - E. Provide a brief description of Respondent's capital structure and provide senior and subordinate ratings for firm as shown on the latest published quarterly financial statement to include:
 1. Total Capital
 2. Current Value of Deposits
 - F. Explain material changes, if any, which have occurred within Respondent's firm over the last six (6) months including staffing, capital or organizational structure.

4. Proposed Services: Prepare and submit the following items.

A. Merchant Banking Services.

1. What are the procedures for accepting and processing credit card transactions beginning with the point of sale to the deposit of funds? Differentiation by card type (including virtual). Indicate functions performed by the Respondent and those performed by any third parties used for processing and settlement services.
2. Provide a list of credit and debit cards (and types of cards) that the Respondent can authorize and process including settlement time. Include the latest time that sales transactions can be transmitted to meet these settlement times.

B. Authorization and Settlement Processing. Describe the process for the following:

1. What are the procedures to reverse/recall an incorrect authorization? Describe how an after-authorization return would be handled.
2. Describe any limitations on processing such as assigned "windows" for obtaining authorizations or settlement, number of files allowed per day, the number of transactions and/or dollar limits per file, or dollar amount per transaction authorized and settled? What limitations are set by batch? Are there any limitations on the number of files transmitted each day? Are there any set limitations?
3. Does the Respondent maintain direct authorization and settlement links to the various card organizations, or utilize a third party network for authorizations? Describe your configurations. Is Respondent introducing to a direct processor or is it the direct processor?
4. Describe your AVS (address verification and shipping date compliance) process.
5. Describe the procedures to be followed if a transmission request is denied authorizations.
6. Provide any authorization differences between various card types.
7. Provide average response times for both peak and normal periods.
8. Describe the settlement process workflow and explain any differences by card type.
9. Provide a funds availability schedule by card type. Is all funding next day? Is any expedited funding available?
10. What is the settlement transmission time frame for Visa and MasterCard and AMEX? Does this differ at any time?
11. What is the daily cut-off time for sales transactions to be transmitted to meet settlement deadlines?
12. Do optional settlement times affect the processing/discount expense?
13. Is settlement made by ACH or Fed wire? Can settlement details be passed with ACH transactions?
14. Do you allow for multiple settlement accounts by merchant?
15. How will transactions appear on bank reporting?
16. Are settlement amounts listed separately on the bank statement or will they appear as one daily sum?
17. What level of transaction detail is available?
18. Will Saturday and Sunday activity be combined into Monday activity? Describe recovery procedures for lost batches.

C. Disaster Recovery Plan. Describe the following:

1. Is there a continuity plan for processing systems and platforms in a disaster situation? Describe local and system-wide back up and/or redundant systems.
2. Describe Respondent's ability and willingness to assist the City in the event of a natural disaster and/or an unexpected event that would disrupt the City's merchant banking services.
3. What is the expected time frame to become operational should a catastrophic event occur at a merchant site? What support is available?
4. What is the down time percentage the last two years? Over the past year, what was the longest period that you were unable to authorize transactions? Describe the situation, including the source of the problem and the time it took to fix the problem.

D. Security Plan. Provide a copy of your Information Technology and Physical Security plan that is used for securing Merchant Banking Services. This plan may be presented under separate cover. While all information submitted is generally considered public under the Texas Public Information Act, the City will seek an Attorney General determination prior to releasing this information if it is requested pursuant to the Act. The City will not release this information to third parties, unless required to do so pursuant to the Texas Public Information Act, a subpoena, or other legally required process. Respondent should indicate in the plan the part(s) it claims constitute(s) proprietary or confidential information.

Accompany information should include:

1. Last Results of PCI Audit Assessment Conducted by PCI DSS QSA or PA-QSA
2. PCI Vulnerability Scan Results conducted by PCI DSS ASV
3. SAS70 and/or Sox Audit Assessment
4. Number of Certified PCI DSS Internal Security Assessor (ISA) on staff

E. Customer Service.

1. Describe Respondent's customer service availability for account research and inquiries including hours of operation.
2. Describe Respondent's technical support for hardware, software, and communication problems including hours of operation.
3. Describe the promotional support you provide (e.g., signs, supplies, funds for specific purposes, advertising allowance). Are there any costs for this support?
4. Describe the Respondent's customer service organizational structure. Will a specific customer service representative be assigned to handle this account?

F. Reporting Capabilities. Reporting must be available in electronic form. Complete and timely online reporting is a critical factor. The City requires full online reporting and download capabilities including the ability to define and sort information at various levels. Reporting should be comprehensive and allow for customization. The firm should make every effort to fully describe and illustrate the reporting capabilities in their response. Describe the following:

1. Describe all reports available (paper and electronic). Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online.
2. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant.
3. What is the standard delivery time frame for reports and statements?
4. Are reports archived? At what detail level? Can all reports be downloaded? Retention periods?
5. Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the City? If the City needs historical reports (from a previous reporting period) or a specific time frame how are they made available? How far back are reports available? How long is reporting data stored in your system? How much time does it take to retrieve historical reports or data?
6. Describe how multiple merchant numbers are reported and the flexibility afforded the City for customizing the reports. Can the City "roll up" specific groups for reporting independent of other groups?
7. Can reports be customized? What charges are involved in customized reports?
8. Describe ad hoc reporting capabilities.

G. Disputed Transactions. Provide an outline of the various steps involved with a disputed transaction. The outline must reflect the actions and responsibilities of the card holder, card issuer, accepting financial institution, and the City and include the following:

1. Type of notice or advice provided for a charge back item (provide samples advises).
2. Procedure to review and respond to a disputed transaction prior to it being charged back.
3. Type of assistance provided by the Respondent for the collection of unprocessed items.
4. Time limits and costs for research items.

H. Internet Processing. Provide information on Respondent's expertise in providing secure Internet authorization, processing, address verification process, and settlement of credit and debit card and virtual transactions. The City currently utilizes a customized application and transmits data via an Application Programming Interface ("API") to the City's Merchant Banking Service provider.

I. PIN-Based Processing. Describe the services available for PIN based debit card processing and address the following:

1. Does the firm support BIN (Bank Information Number) file management?
2. Describe the debit card processing capabilities. Which networks are used? Which are supported? What differences, if any, in workflow occur from credit cards?
3. Describe the firm's PINLESS debit card processing.
4. Describe what would be necessary to accept PIN transactions.
5. Are debit card transactions routed automatically to the lowest cost network?

- J. **Invoicing.** Provide a sample invoice and describe the process for invoicing transaction fees including the following:
1. Break-out of card by type
 2. Break-out of card by transaction
 3. Gross sales
 4. Returns
 5. Net sales
 6. Transaction counts
 7. Are settlements on gross amount and fees charged monthly?
- K. **Training.** Describe the training resources available to the City.
1. Describe the merchant training process with regard to (a) new merchant training or re-training from a prior processor and (b) ongoing training (e.g., courses offered, frequency, location, and cost).
 2. Are fraud-management training or awareness programs provided?
- L. **Equipment.** Describe the different types of equipment to include model numbers, if Respondent has a catalog of equipment, please include:
1. Respondent's equipment recommendations and equipment transition plan, if necessary.
 2. Processes available for servicing and replacing broken hardware in a timely manner.
 3. Must current equipment be replaced?
 4. What is the maintenance and/or replacement policy for leased equipment?
- M. **Transmission Issues.** Describe the following:
1. Describe the recommended transmission method and options including limitations and advantages/disadvantaged.
 2. Describe the monitoring and notification process if a transmission fails.
 3. Does the processing system identify and eliminate duplicate transactions?
 4. Are there any limitations on the number of files transmitted each day?
- N. **Electronic Check Conversion.** In narrative form, describe the processes available for the following services:
1. Electronic conversion at the point of purchase
 2. Internet initiated check debits
 3. Check verification/guarantee – what service is used
- O. **Discover Transactions.** Provide a detailed description of the Respondent's relationship with Discover. The City may determine to continue to maintain a direct relationship with Discover or set-up an acquiring relationship with the selected Respondent. Describe recommended implementation processes including testing. What are the critical factors that may impact implementation? Describe and include all related pricing. List fees on RFP Attachment C-1 – Additional Services Proposed.
- P. **On-line Capabilities.** Describe Respondent's on-line services available, including the following:
1. Describe the processing platforms pertinent to the recommended solutions. Provide system specifications.
 2. Is the firm's processing software CPS (Custom Payment Service) compliant?
 3. Does the firm's software provide for integration in interface alternatives (such as XML, SOAP, Java, C++, COM, Perl, etc)?
 4. What is the process for handling test transactions? Does the Respondent have a secure testing platform? Are test cards provided and if so, what types?
 5. How far back are transactions verified with AVS? Describe the process.
 6. Outline the security measures in place for the protection of data transmitted for processing. Are all the major verifications available (CVV for Visa, CID for AmEx, and CVC for MC)? Do you support CVV2 (Card Verification Value 2)?
 7. Is data imaging (e.g., signature capture) available?
 8. Is the firm able to process smart card transactions?
 9. Is the firm capable of swipe transactions?
 10. Does Respondent have virtual terminal capabilities?
 11. Describe Respondent's administrative functions and capabilities.

- Q. **Gift Card Program.** Describe Respondent's gift card program and options available.
- R. **Mobile Commerce Program.** Describe Respondent's mobile commerce program and options available.
- S. **Payment Card Industry (PCI) Compliance Data Security Standards (DSS).** Describe Respondent's ability to comply with Payment Card Industry (PCI) Data Security Standards and address the following:
1. How is PCI compliance tested and confirmed? What requirements are in place? What testing or support is available? How are merchants certified?
 2. How are PCI compliance initiatives handled? How do you qualify merchants?
 3. How are clients made aware of new PCI initiatives and general information?
 4. What PCI training is available? Are there charges for these services?
 5. Describe the security measures used to prevent unauthorized user access to either the system or the data.
 6. Describe procedures and policies in place to prevent internal fraud. Where does liability fall in the process of recouping loss due to such fraud?
 7. Describe all fraud protection tools.
- T. **Other Services.** Provide any other information that Respondent may deem applicable to the Merchant Banking Services that the City may utilize but has not been directly requested in this RFP, as well as ideas and suggestions for changes or modifications that could be implemented to make the City's financial operation more effective and efficient.
- U. **Implementation Plan.** Describe the following:
1. Provide a detailed description of the recommended implementation process including testing, as well as a sample implementation schedule and a description of the implementation team.
 2. What are the critical factors that may impact implementation?
 3. Describe materials available and/or on-site training provided by Respondent.
 4. The agreement implementation target date for these services is July 1, 2017 however the City realizes that immediate implementation may not be feasible. Address the schedule for implementation for all merchants to come online as quickly as possible.
 5. After initial implementation, how are new merchant accounts established? How long is that process?
 6. Do you provide a newsletter covering industry issues, rules, and regulations provided? How often? Provide the latest copy.
 7. Are order charge slips, signs, imprinters and other supplies available? How are the orders handled? What is the normal shipping time?
 8. Provide a copy of the anticipated applications and contract to be signed.

RFP ATTACHMENT C-1

COST/COMPENSATION SCHEDULE

Posted as a separate excel document.

RFP ATTACHMENT C-2

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT C-3

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT C-4

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

RFP ATTACHMENT C-5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

RFP ATTACHMENT C-6

PROOF OF INSURABILITY

To be submitted with Respondent's Proposal (See RFP Exhibit 1)

- Insurance Provider's Letter
- Copy of Current Certificate of Insurance

RFP ATTACHMENT C-7
INDEMNIFICATION REQUIREMENTS

(See RFP Exhibit 2)

RFP ATTACHMENT C-8

FINANCIAL INFORMATION

To be submitted with Respondent's Proposal.

RFP ATTACHMENT C-9

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Posted as a separate document.

RFP ATTACHMENT C-10

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT C-11

PROPOSAL CHECKLIST

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

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Merchant Banking Services – Section C	
	Table of Contents	
	Executive Summary	
C	<ul style="list-style-type: none"> • General Information/Respondent Questionnaire • RFP Attachment C- Part One/ Part Two 	
C-1	Cost/Compensation Schedule <ul style="list-style-type: none"> • RFP Attachment C-1 	
<p align="center">NOTE: Remaining items listed in Tabs C-2 to C-12 are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.</p>		
C-2	*Contracts Disclosure Form <ul style="list-style-type: none"> • RFP Attachment C-2 	
C-3	Litigation Disclosure Form <ul style="list-style-type: none"> • RFP Attachment C-3 	
C-4	*Local Preference Program Identification Form <ul style="list-style-type: none"> • RFP Attachment C-4 	
C-5	*Veteran-Owned Small Business Identification Form <ul style="list-style-type: none"> • RFP Attachment C-5 	
C-6	Proof of Insurability <ul style="list-style-type: none"> • RFP Attachment C-6 • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
C-7	Indemnification Requirements <ul style="list-style-type: none"> • RFP Attachment C-7 	
C-8	Financial Information <ul style="list-style-type: none"> • RFP Attachment C-8 	
C-9	Certificate of Interest Parties Form 1295 <ul style="list-style-type: none"> • RFP Attachment C-9 	
C-10	* Signature Page <ul style="list-style-type: none"> • RFP Attachment C-10 	
C-11	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment C-11 	
	One (1) Original, twelve (12) hard copies original signed in ink, <i>(Of Attachment c Part one and two only, do not include: LPP, VOSB, Cost/Compensation Schedule and Financial Information in twelve (12) additional hardcopies)</i> and one copy of the entire proposal on compact disk (CD) containing an Adobe PDF version(searchable) of the entire proposal, also an excel version of the Cost/Compensation Schedule in a sealed package clearly marked with the project name, “RFP for DEPOSITORY BANKING, LOCKBOX AND MERCHANT BANKING SERVICES”	

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