

INVITATION TO BID

BID TITLE BANK DEPOSITORY CONTRACT

BID NUMBER: 2023-01

BID DEADLINE: April 3rd, 2023, 3 p.m. OPENING DATE: April 3rd, 2023, 3:15 p.m.

(COMMISSIONERS COURT SELECTS ONE OR MORE COUNTY DEPOSITORIES FOR COUNTY FUND AND FOR TRUST FUNDS. TEX. LOC. GOV'T. CODE §§116.023 and 117.023).

OPENING PLACE: Hill County Judge's Office 1st Floor ~ Hill County Court House

CONTACT PERSON(S): RACHEL PARKER

Hill County Treasurer

(254) 582-4050

RPARKER@CO.HILL.TX.US

The Hill County Commissioners' Court is soliciting bids for furnishing services associated with Depository and Sub-depository Banking set forth in this Invitation to Bid.

PUBLIC OPENING: All bids must be received in the Hill County Judge's Office, 1st floor, Hill County Courthouse, #1 Court House Square, Hillsboro, Texas, 76645, on or before 3 PM. (3:00 P.M.), Monday, April 3rd, 2023. Public Opening of bids will be held in the Commissioner's Courtroom, Hill County Courthouse on April 3rd, 2023 at 3:15 p.m. The County Treasurer will receive all qualified bids from the Commissioners Court and make Depository Presentation and Recommendation to Commissioners Court for approval Tuesday, April 11th, at 8:30 a.m., Commissioner's Courtroom, Hill County Courthouse.

SUBMISSION LOCATION: All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

Hill County Commissioner's Court County Judge Justin Lewis Post Office Box 457 80 N. Waco St, 1st floor, Hillsboro, Texas 76645

BID DOCUMENTS: All bids must be sealed envelopes clearly marked with Bid Number and Bid Title. Completed Bids must contain one (1) original and one (1) copy. The Original Bid must be clearly marked "ORIGINAL" and contain all original signatures. Bids are to be submitted on the attached "Bid Worksheet". Hill County's bid structure must be adhered to. The Bid Worksheet must be fully answered and completed in the spaces provided, or risk rejection of entire bid. Additional attachments of explanation are allowed as long as the bid worksheet has been answered completely in the space provided.

RESERVATION OF RIGHT TO REJECT: The Hill County Commissioners' Court reserves the right to reject in whole or in part any or all bids, waive minor technicalities, and award the bid to the most qualified bidder or applicant that offers the most favorable terms and conditions for the handling of county funds. Tex. Loc. Gov't. Code Ann., 116.024 (a) (3).

LATE BIDS: Late bids will be returned to the Bidder unopened. Hill County will not be responsible for un-marked or improperly marked bids delivered to the wrong location.

WITHDRAWAL AND ALTERING BIDS: Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the County Tax-Assessor, County Treasurer and the approval of the Hill County Commissioners' Court. All bids become the property of Hill County and will not be returned to the Bidder.

TAX EXEMPTIONS: Hill County is exempt from Federal excise and sales tax; therefore, tax must not be included in this bid.

OFFERING OF BID PRICES: The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Invitation to Bid. The period of acceptance of this bid will be thirty (30) calendar days unless the Bidder notes a different period. Banking services not detailed on the Bid Worksheet will be provided at no cost, or at a cost mutually agreed upon between the County and the Bank.

NONCONFORMING BIDS: Any bids not conforming to the specifications shall be rejected. It will be the responsibility of the bidder to conform to the specifications unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.

HOURS OF OPERATION: Hours of delivery/service shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise stipulated.

BILLING: Invoices shall be sent directly to the Hill County Treasurer, Post Office Box 671, Hillsboro, Texas, 76645. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

ACCEPTANCE AND RIGHT TO INSPECT: Payment shall not constitute an acceptance of the item(s) bid or impair the County's right to inspect any of its remedies.

FIRM RATES: All fees are to be firm for the life of the contract. Interest rates are subject to the re-negotiation clause, Local Government Code 116.021 (b) (1) (2).

UNIT PRICE: Bids should be unit priced using the Bid Worksheet form included with this bid. Purchases will be made on a cash basis. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

QUANTITIES QUOTED ON BID SHEET: Quantities indicated on the Bid Worksheet are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the bid price.

BID PRICES NO HIGHER THAN CUSTOMARY PRICES: The price to be paid by the County shall be that contained in the Bid Worksheet, which the Bidder warrants to be no higher than the Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

CONTRACT AWARD: This proposal along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Hill County Commissioners' Court, shall constitute a contract equally binding between the successful offer and Hill County. No different or additional terms will become a part of this contract with the exception of a Change Order.

SPECIAL NOTATION: A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

EVALUATION PROCESS – DEPOSITORY BANK: Hill County will award the Depository Bank contract based on, but not limited to, the following criteria:

- 1) Bank's financial position.
- 2) Bank's ability to pledge adequate securities against County funds.
- 3) Bank's experience in providing depository services requested in bid to similar accounts.
- 4) Net rate of return on County funds.
- 5) Ability to meet service requirements.
- 6) Cost of services.
- 7) Cash management products available that will enhance the County's banking procedures.

EVALUATION PROCESS – SUBDEPOSITORY BANK(S) – Hill County will award the Subdepository Bank(s) contract(s) based on, but not limited to, the following criteria:

- 1) Ability to meet service requirements.
- 2) Cost of services.
- 3) Net rate of return on County funds.

EVALUATION METHOD: Hill County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

INSURANCE REQUIRMENTS: All insurance requirements, including Worker's Compensation, as outlined in the Texas State Statues shall be met prior to any delivery and shall remain in effect during the life of this contract.

PROPRIETARY PRODUCT: Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

TITLE AND RISK OF LOSS: Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to Hill County until Hill County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

CONTINUING NON-PERFORMANCE: Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by the County. Hill County shall not pay for services, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION OF AGREEMENT: Either party upon ninety (90) days written notice prior to cancellation may terminate The Contract.

CLAIMS, SUITS, CAUSES OF ACTION: Contractor shall provide the defense for and indemnify and hold harmless Hill County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Contractor's use of the premises there under.

WARRANTIES: The Bidder agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Bidder to any customer for such goods, equipment, supplies, or services. The Bidder shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract void at the option of Hill County. The Bidder warrants that the product sold to the County shall conform to the standards promulgated by the United States Department of Labor under the Occupational Safety and Health Act of 1970.

REFERENCES: Attach a list of references of current Public Fund users that utilize Cash Management Products similar to those requested in the bid worksheet. Failure to do so may render the bid unresponsive. (Not required of Sub-depository Bidders).

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SPECIFICATIONS BANK DEPOSITORY CONTRACT

NOTICE:

The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code, Chapter 116 and Chapter 117

GENERAL SPECIFICATIONS:

- 1.1 SCOPE OF THE CONTRACT: It is the intent of the Hill County Commissioners' Court to contract with bank(s) desiring to be designated as the Hill County Depository Bank or a Hill County Sub-depository Bank. The Contract will include Hill County Public Monies, the Trust Funds held by the County Clerk, the Registry Funds held by the District Clerk, the Funds held by the Hill County Community Corrections departments, and State Funds collected by the Tax Assessor/Collector. The County and District Clerks Trust Funds shall be set individually at the direction of the County Clerk and District Clerk. Trust funds under \$100,000.00 set at the direction of the County Depository Contract. Trust funds under \$100,000.00 set at the direction of the Courts shall be relevant to the Depository Bank's interest rates and shall be collateralized at the same rate as all other accounts.
- 1.2 RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION: Each and every section and subsection of the Invitation to Bid requires a response from the applicant. Banks submitting a bid to become a Sub-depository bank should complete only the sections applicable to a banking relationship as Sub-depository Bank. Responses should be carefully considered. Applicants must format responses in the same sequence as the Invitation to Bid. Where totally appropriate, responses may consist of phrases such as "understood", "agreed", "no exceptions", or "not applicable".
- **1.3 MINOR EXCEPTIONS:** Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, with the reasons therefore.
- 1.4 PREBID CONFERENCE: ALL banks interested in bidding for the Depository Contract are encouraged to attend a pre-bid conference, which will be held in the County Courthouse Law Library, 2nd Floor, County Courthouse, Hillsboro, Texas, on Wednesday, March 16st, 2023, at 2:00 p.m.
- **1.5 INTERVIEWS:** The County may require Bidding Banks to attend an interview with the Hill County Investment Committee. The possible interview will be held between the dates of March 13th to March17th, 2023.
- **1.6 ELECTRONIC DOCUMENT:** At Bidder's request, this document will be furnished as a "WORD" file on a thumb drive to facilitate the completion of the bid.

1.7 QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications should be submitted to:

RACHEL PARKER, Hill County Treasurer
Post Office Box 671
Hillsboro, Texas 76645
(254) 582-4050
(254) 582-4019 Fax
RPARKER@CO.HILL.TX.US

A written response will be mailed, faxed, or e-mailed to all banks who have received the Invitation to Bid.

CONTRACTUAL REQUIREMENTS:

- 2.1 TYPE OF BANKING RELATIONSHIP: The following specifications provide for two types of banking relationships: 1) The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, no interest-bearing accounts, and time deposits; 2) Sub-depository Banks will be authorized to handle checking accounts, other types of interest-bearing accounts, non-interest bearing accounts, and time deposits, not to exceed the Federal Deposit Insurance Corporation's limit per account.
- **2.2 COMPLIANCE WITH STATUTES:** By returning the Bid Worksheet, Bank acknowledges that it understands Local Government Code, Chapter 116.001 through 116.155, Chapter 117, Sections 117.001 through 117.057 and Government Code, Chapter 2257, Collateral for Public Funds, that pertain to the managing and safekeeping of county funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes will be referred to as the "Code".
- **2.3 BANK AFFILIATION:** Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A bidder must be a Federal or Texas chartered bank doing business in and having a full service facility within Hill County, Texas. State chartered banks **MUST** be able to perform **ALL** services required by this Invitation to Bid for either the Depository Bank and/or the Sub-depository Banks.
 - State chartered banks who are submitting a bid **must** be a member of the Federal Deposit Insurance Corporation.
- **2.4 DURATION:** The contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a Depository Bank. (June 1st, 2023 to May 31st, 2027).
- 2.6 INVESTMENTS MADE OUTSIDE DEPOSITORY BANKS: Hill County reserves the right to make investments outside the Depository Bank and Sub-depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of Hill County
- **2.7 SUBMITTING FINANCIAL STATEMENTS:** Banks wishing to be designated as the Depository Bank or a Sub-depository Bank will include as part of the Bid:

- (1) The Bank's last three (3) quarterly Uniform Bank Performance Reports
- (2) The Bank's last three (3) Call Reports
- (3) The Bank's Annual Financial Reports for the past 2 years.

The successful applicant shall continue, during the term of the sub-depository contract, to furnish the County Treasurer updated issues of (a) each quarterly call report and (b) annual financial reports.

- 2.8 GOOD FAITH GUARANTEE: A bank desiring to be the Depository Bank must submit with the Bid Worksheet a certified check or cashier's check in the amount of \$182,000.00 [one-half percent of the County's revenue for the preceding year, Code 116.023 (c), and one-half percent of the Registry/Trust funds held by the County and District Clerk during the preceding year, Code 117.021 (c)], payable to Hill County as a guarantee of good faith. The check will be held by the County until a Depository Bank is selected and security has been pledged (thirty (30) days).
- **2.9 LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY:** As stated in the Code Section 116.023:

"If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county judge shall re-advertise for applications, if necessary, to obtain a depository for the county."

- **2.10** "GOOD FAITH GUARANTEE" NOT APPLICABLE TO SUB-DEPOSITORY: The Code does not require a Bank desiring to be designated as a Sub-depository bank to submit the above funds described under "Good Faith Guarantee".
- 2.11 COLLATERAL REQUIREMENT: All County funds must be collateralized by the Bank in accordance with State Law (Gov't. Code Chapter 2257 Collateral for Public Funds). The Bank selected as the County depository will be required to deposit and pledge, approved securities having a par value equal to 105% of the value of all County funds on deposit. This requirement is independent of FDIC insurance on deposits. Securities pledged to the County must be held at a third party banking institution approved by the County or in a Treasury Direct account in the name of the County with the Federal Reserve Bank. The Bank may substitute approved securities so long as the total amount of securities pledged is adequate. "Approved securities" shall be restricted to those allowed under the Texas Public Funds Investment Act (Chapter 2256) and specifically approved in the Hill County Investment Policy.
- 2.12 COLLATERAL MANAGEMENT: The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value. Whenever it is determined by County officers that collected funds on deposit are not fully covered by the approved securities, the Bank shall immediately deposit and pledge additional approved securities in an amount sufficient to restore collateral to the required level. The Depository Bank must disclose and supply Hill County with any and/or all Contract(s)/Agreement(s) with Independent Custodial Bank(s) for

which County funds are on deposit. Hill County must be named in the Custodial Contract/Agreement as depositor.

SERVICE REQUIREMENTS:

3.1 CONTACT PERSON: Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.

Bank must also provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:

- ---General Information
- ---Safekeeping & Securities Clearance
- ---Collateral Adequacy
- ---Posting & Deposit Discrepancies
- ---Stop Payments
- ---Balance Adjustments
- ---Internal Transfers
- ---Wire Transfers
- ---Online PC Service
- ---Certificate of Deposit Rate Quotes
- 3.2 ONLINE SERVICES: It is required as part of the bid that the Depository Bank and Subdepository bank(s) provide on-line banking for daily reporting of fund balances, fund transfers, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Banks should be prepared to provide the Investment Committee members an opportunity to physically work with this technology before the bid is awarded.
- **3.3 STATEMENTS:** Monthly bank statements will include checks, deposit slip, transfer slips and debit and credit memos, interest rates (if applicable) for all accounts. Original images of these items will be acceptable. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.

Statements should be processed not later than five (5) business days after the close of each month.

A sample bank statement must be included as part of the Bid.

- **3.4 ACH TRANSACTIONS:** Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits.
- **3.5 WIRE TRANSFERS:** Bank must provide the ability to send wire transfers on an automated basis, and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

- **3.6 PAYROLL DIRECT DEPOSIT:** Bank must provide the capability for the county to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice.
- 3.7 INTEREST RATES: Variable interest rate bids and fixed interest rate bids on accounts will be quoted by the Bank (refer to page 12). Hill County reserves the right to select the rate most favorable to the County at any time during the contract, within guidelines of Local Government Code Section 116.21 (b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract; and Local Government Code Section 116.21 (c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).
- **3.8 DISBURSEMENT SERVICES:** A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment.
- **3.9 DEPOSIT SERVICES:** The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other check's based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the bid.
- **3.10 CASH OVERDRAFTS:** For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged.
- **3.11 COMPUTERIZED OUTPUT:** The bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.
- **3.12 PAYMENT FOR SERVICES:** The County requests that payment for services and supplies provided be as follows:

Settlement for service charges will occur monthly. If the earnings credit exceeds the total service charge for the month, there is no service charge payment due. If the earnings credit is less than the total service charges for the month, an invoice for the amount of the net deficiency will be presented to the County Treasurer.

- **3.13 EXPENSE ALLOWANCE:** State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to establishing sub-depository bank accounts. (For example: checks, deposit slips, endorsement stamps, and/or etc.)
- **3.14 OTHER SPECIFIC SERVICES:** As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.
- **3.15 OTHER UNSPECIFIED SERVICES AND/OR COSTS:** Other services and/or costs not specified in this document should be listed and attached, along with a description and unit price.

STRUCTURE OF ACCOUNTS:

The County's bank accounts will be structured as follows (subject to future additions and/or amount fluctuation):

- 1. Non-Interest Bearing Checking Accounts Estimated Balances = \$1,020,832.97
- 2. Interest Bearing Checking and/or Money Market Savings Accounts Estimated Balances = \$8,770,351.49
- 3. Controlled Disbursement Accounts Estimated Balances = \$672,002.57
- 4. Sweep Accounts
 Estimated Balances = \$4,427,885.11
- 5. Trust Funds (Trust & Registry funds of the County and District Clerk registered by beneficiary's social security number. There are occasions when the trust funds will NOT be deposited in the County Depository Bank by order of the Court. Estimated Balances = \$2,070,781.96
- 6. Certificates of Deposit. (For County and District Clerk Trust/Registry funds, as ordered by court to be invested in a CD). These will be renewed as current CDs mature. Estimated balance of \$8,985,362.03

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BID WORKSHEET BANK DEPOSITORY CONTRACT

| Bank Name: | | | | | | | |
|---|---|--|------------|----------|-------------------------|--|--|
| Official Submitting Proposal: Title of Official: | | | | | | | |
| | | | | | | | |
| Fixed | l rate to be paid o | on all County Deposits by th | e Bank d | uring t | he Contract period: | | |
| Varia | ble rate (optiona | l) to be paid on all County d | leposits d | luring (| Contract period: | | |
| Guara | anteed minimum | interest rates for collateralize | zed certif | icates o | of deposit: | | |
| | 30 Days 60 Days 90 Days 180 Days 365 Days | | | | | | |
| Pleas | e provide cost in | formation on the following | for servic | es duri | ng the Contract period: | | |
| SER | VICES PROVII | DED: | YES | NO | FEE (\$ AMNT) | | |
| 1.1 | ACH SERVIC | CE TRANSFERS: Outgoing Bank Initiated Computerized | | | | | |
| 1.2 | WIRE TRANS | SFER: Incoming Outgoing Repetitive Non-Repetitive | | | | | |

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| | | YES | NO | FEE (\$ AMNT) |
|-----|--|-----|----------|---------------|
| 1.3 | ACCOUNT MAINTENANCE ON CHECKING ACCOUNTS: Daily Bank Statements Weekly Bank Statements Monthly Bank Statements | | | |
| COM | IMENTS: | | | |
| | | | | |
| 1.4 | DEPOSIT SLIPS: Furnish Deposit Slips Deposit Books Endorsement Stamp | | | |
| 1.5 | NIGHT DEPOSIT SERVICES: Bags with Closure Bags with Locks/Keys | _ | | |
| 1.6 | STOP PAYMENTS: Stop Payment Fee | | | |
| 1.7 | RETURNED ITEMS: Returned Check/Item Return-Redeposit Item | | _ | |
| 1.8 | ACCOUNT RECONCILIATION'S: Per Account Paid Checks Tape/Account | _ | _ | |
| 1.9 | COMPUTER (INTERNET) BANKING Online Banking Online Transfers per Item | _ | | |

| 1.10 | ZERO-BALANCE ACCOUNTS: | | | |
|------|--|-----|----|---------------|
| | | YES | NO | FEE (\$ AMNT) |
| 1.11 | CASH VAULT SERVICES: Currency per Strap Coin per Roll Safe Deposit Box | | | |
| 1.12 | ACCOUNT RECONCILIATION/ MISCELLANEOUS FEES: Fax Fees: Transmission Fees: Sort Fees: Deposit Reconciliation Fees: Checks on CD ROM: | | | |
| | PAYMENT FOR SERVICE TOTALS: | | | |
| COM | MENTS: | | | |
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RELATED QUESTIONS:

- 1. Please describe your institution's computer-based account access system, if available, and indicate what information can be reported through the system and indicate total cost, if any, to the County.
- 2. What is the deposit cut-off time to ensure same day ledger credit?

| 3. The County requires a payroll direct deposit format. Please describe your system and indicate the cost, if any, to the County. |
|---|
| 4. Please state whether your institution can comply with all aspects of the County's banking service requirements. If not, list all exceptions on a separate sheet. |
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DEPOSITORY BANKS

The Bank must complete the information below to validate the Bid for a Hill County Depository and Sub-Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing Hill County with a Certified and Attested Resolution from a duly authorized meeting of the Board of Directors of the submitting Bank authorizing and empowering the undersigned to execute this contract; that this Bank has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to fees, interest rates, terms, or conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid.

| Name and Address of Banl | k: | | | | |
|----------------------------|-----------|--------------|------------|-------------|-----|
| | | | _ | | |
| | | | _ | | |
| | | | _ | | |
| | | | _ | | |
| Signature: | | | _ | | |
| Name: | | | _ | | |
| Γitle: | | | _ | | |
| Phone: | | | _ | | |
| E-Mail: | | | _ | | |
| By my signature above, I h | ereby cer | tify that th | e followir | ıg are atta | che |

All unsigned Bids will be disqualified.

- **A.** A list of references of current Public Funds Users.
- **B.** The Bank's last three (3) Quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- **D.** The Bank's Annual Financial Reports for the past two (2) years.
- **E.** A sample Bank Statement.
- **F.** A copy of Bank's Availability Schedule.
- G. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering and authorizing a Bank representative to execute this contract.
- **H.** A response to every section and subsection in the Invitation to Bid.
- I. Attachments indicating other services and charges not specified in the Invitation to Bid.

REFERENCES:

List two (2) references for whom Bidder has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred.

| Business/Gov't. Unit | Contact Person | Phone Number | | | |
|---|----------------|---|--|--|--|
| | | | | | |
| The undersigned affirms that they communicated to any other bidde | • | cute this bid, that this bid has not been ng of this bid. | | | |
| Name and Address of Bidder | All unsigned b | oids will be disqualified. | | | |
| | Signature: | | | | |
| | Name: | | | | |
| | Title: | | | | |
| | Phone No.: | | | | |
| | E-Mail: | | | | |

COUNTY DEPOSITORY BANK COUNTY SUB-DEPOSITORY BANK(S)

ACKNOWLEDGEMENT

| The County Depository/Sub-Depository Bank(s) hereby acknowledges receipt of the |
|---|
| Hill County Investment Policy and agrees to abide by said policy. |
| |

| Signature | | |
|-----------|--|--|
| Name | | |
| | | |
| Title | | |
| Phone | | |
| E-Mail | | |

RETURN PAGES 6-18 WITH BID PACKAGE AND ALL REQUIRED INFORMATION