

Request for Proposal Notice

for Depository Services by
Denver City Independent School District
501 Mustang Avenue
Denver City, TX 79323

Denver City Independent School District is soliciting proposals from banks to serve as a depository to assist with the banking functions for funds of the district.

Introduction

In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories, the Board of Trustees of the district will select a depository through soliciting proposals for a **depository services contract for a term of two years beginning September 1, 2021 and ending August 31, 2023** or until a successor depository is selected, qualified, and agrees to a depository agreement based on either fees or compensating balances.

The district and the depository may agree to extend this contract for two additional two-year terms in accordance with the TEC, §45.205. This section requires that the contract and any extension of this contract coincide with the district's fiscal year. If the district changes its fiscal year, the term of the contract may be shortened or extended no more than one year by mutual agreement to coincide, provided that this contract remains in effect until its successor is selected and has been qualified. If the parties cannot agree, the district has the option to change the term of this contract.

The legal provisions providing for naming a depository of the district are set forth in the TEC, Subchapter G, School District Depositories, §§45.201 through 45.209. Investments by the district are governed by the Texas Government Code (TGC), Chapter 2256, Public Funds Investment. Securities pledged as collateral to secure district deposits are governed by the TGC, Chapter 2257, Collateral for Public Funds.

Bank Questions

There will not be a preproposal conference. Questions regarding this proposal request, or the services requested, will be accepted in written or email form only, at the address above, or by email to LaChrisa Rains, DCISD CFO at lachrisa.rains@dcisd.org on or before 3:00 pm on **June 22, 2021**. Responses to all material questions submitted will be communicated in writing or by email to all known interested banks by 3:00 pm on **June 24, 2021**.

Proposal Submission

To be eligible for consideration under this request, the bank must submit three complete paper copies of each proposal by 3:00 pm CST on **July 12, 2021** to the address below. The district will not accept proposals received after that time. Late submissions to the district address will be returned unopened.

The proposal must be submitted in a sealed envelope or packet marked "Depository Services." An accompanying transmittal letter must be signed by a person authorized to bind the institution and give full contact information regarding the proposal.

The proposals must be delivered by US mail, express mail, or in person to:

Denver City Independent School District
LaChrisa Rains, DCISD CFO
501 Mustang Avenue
Denver City, TX 79323

806-592-5910
lachrisa.rains@dcisd.org

All questions in the attached uniform proposal blank should be answered and provided to the district as the bank's proposal.

The bank must attach a **cashier's check in the sum of \$500** payable to the district. If any portion of this contract is awarded to the bank, the check will be returned to the bank. If the bank fails to execute the contract in a reasonable time, the district will cash the check as liquidated damages. If the proposal is not accepted, the check will be returned to the bank immediately after contract award.

The district is providing this proposal request electronically. The fee schedule, Attachment A, is in Excel format. **The bank must submit the proposal in both paper and electronic form.**

Evaluation Process

The district will use the following criteria to evaluate the proposal and award the contract:

- 25% - Cost of services (charges for keeping district accounts, records, and reports and for furnishing checks)
 - 10 % - Additional services offered
 - 10 % - Automated services offered
 - 20 % - Ability of the bank to provide the necessary services and perform the duties as depository. Experience in providing depository services to similar accounts (strength of project team)
 - 5 % - Collateralization policy and type of third-party institution holding collateral
 - 10 % - Fraud prevention and notification policy
 - 20 % - Interest rates offered on time deposits
- 100% - Total

The district reserves the right to reject any or all proposals and to accept the proposal the district considers most advantageous. If any portion or provision of this proposal and any contract between the depository and district entered into is invalid, the remainder, at the option of the district, must remain in full force and effect and not be affected. Acceptance of a proposal will be based on the total package of services offered by the bank.

Legislative Change

Changes in the law that may be enacted by the Texas Legislature, in session, could alter the scope of requirements as stated in this document. The proposal should conform to all statutes in effect at the time of proposal opening.

Schedule for Selection Process

The district will make every effort to adhere to the following schedule:

- | | |
|----------|---|
| 06/08/21 | Release of Request for Proposal (RFP) |
| 06/22/21 | Deadline for questions concerning the RFP or services requested |
| 06/24/21 | Responses given to any questions provided to all known interested banks |
| 07/12/21 | Deadline for proposal submission |
| 07/19/21 | District Board award of contract |
| 09/01/21 | Contract commencement |

Other Requirements

The following requirements must be met:

1. The bank selected as the depository will notify the district in writing within 10 days of any changes in federal or state regulations or laws that would affect the depository agreement.
2. The depository's records relating to the district's accounts must be open to review by the district, its independent auditors, and the Texas Education Agency.
3. The district reserves the right to pay for depository services by targeted balances or by fees.
4. The district reserves the right to exclude direct payroll deposit service from the depository contract if the bank does not offer direct payroll deposit service.

District Rights

The district reserves the right to:

- waive any defect, irregularity, or informality in the proposal or proposal procedures;
- reject any and all proposals;
- accept any proposal or portion thereof most advantageous to the district;
- request additional information or require a meeting with bank representatives for clarification;
- cancel, revise, or reissue this request for proposal or any portions of it,
- negotiate any conditions;
- retain all other provisions even if any provision of the proposal is determined invalid;
- modify deadlines; and
- select any proposal considered to be in its best interest as determined by the district.

Proposal Form

for Depository Services
by Denver City Independent School District

Definitions and Instructions

In this document, the terms “you” and “your” refer to the depository bank, and “we,” “our,” and “us” refer to the district named above.

You must answer all questions in this form and provide it to us as your proposal.

We have the right to reject any proposal. If any part of this proposal or any contract entered into between you and us is invalid, the remainder, at our option, remains in force and is not affected. We have the right to use a sub-depository bank other than the primary bank and those deposits will be collateralized.

Bank Compensation

May we pay for your services by targeted balances or by fees and change the methodology when appropriate? Please detail any differences in related costs to us with either option.

Compensation Based on a Targeted Balance

We may choose to pay for your services by maintaining a targeted amount of our funds in the depository. We will maintain balances in the checking accounts to compensate you in full or in part for services provided. You must provide a monthly account analysis that reflects the earnings credited for these balances.

You may invest any excess collected balance daily as directed by us in an overnight investment that we approve, an interest bearing account, or a money market mutual fund registered with the Securities and Exchange Commission (SEC) which strives to maintain a \$1 NAV. Please list below the overnight investment and any index upon which the rate will be based.

The rate history at your bank for the months beginning January 2020 and ending December 2020 was:

Earnings Credit Rate (ECR):	_____	%
Interest Bearing Accounts:	_____	%
Money Market Accounts:	_____	%
Sweep Accounts:	_____	%

If any of these rates is based on an index rate (such as the T-Bill auction rate), stipulate how you will use the index to calculate the rate.

Compensation Based on Fees

We may choose to pay for your services on a straight fee basis in which we will not maintain a targeted balance. You will assess fees, and we will pay them in accordance with your proposed fees as listed on Attachment A, Volumes and Pricing of Depository Services.

District Investments

We reserve the right to purchase, sell, and invest our funds and funds under our control, including bond funds, as authorized by the Texas Government Code, Chapter 2256, Public Funds Investment Act, and in compliance with our investment policy, a copy of which can be obtained at the below links.

OTHER REVENUES INVESTMENTS CDA (LEGAL)

[https://pol.tasb.org/Policy/Download/1269?filename=CDA\(LEGAL\).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS](https://pol.tasb.org/Policy/Download/1269?filename=CDA(LEGAL).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS)

OTHER REVENUES INVESTMENTS CDA (LOCAL)

[https://pol.tasb.org/Policy/Download/1269?filename=CDA\(LOCAL\).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS](https://pol.tasb.org/Policy/Download/1269?filename=CDA(LOCAL).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS)

We may choose to invest in time deposits at the depository, but all investments including certificates of deposit are bid competitively at the time of purchase.

Collateral

Collateral Conditions

You must provide collateral equal to 102 percent of all our time and demand deposits plus accrued interest minus applicable Federal Deposit Insurance Corporation (FDIC) coverage. Collateral will be pledged to us and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act. You will be liable for monitoring and maintaining the collateral and the required margin at all times and will provide an original safekeeping notice and a monthly report of the collateral including at least the security description, par amount, cusip, and market value.

A collateral agreement will be executed in accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). Provide a sample collateral agreement as Attachment C, Sample Collateral Agreement.

We estimate our maximum anticipated collateral requirement to be \$10,000,000 with an average of approximately \$4,000,000.

Eligible Collateral

We will accept only approved securities as specified by the TEC, §45.201, as pledged collateral.

Banking Services Fees

Based on the services we require from you, complete the proposed fee schedule, Attachment A, Volumes and Pricing of Depository Services. All fees which may be charged to supply the services must be included or will not be eligible under the contract. We and you reserve the right to mutually agree upon any change of contract terms or pricing during the contract extension periods.

Depository Information

Please answer the following questions about your depository bank.

1. State the full name and address of the depository and any parent holding company. List all branch locations within our boundary.
2. Provide the annual audited financial statement for the most current fiscal year. This may be in printed form, but we prefer an electronic link to the website. Members of your holding companies must include corporate annual financial statements and your individual call report for the most recent operating quarter. Audited financial statements are required each year of the contract.
3. State your rating from an independent depository rating agency or, if that rating is not available, the rating on your senior and subordinate debt. You must inform us of any change in this rating during the period of the contract within a reasonable period.

4. Contact Information

To ensure smooth communication and continuation of services, you must assign a specific account executive and a backup to our account to coordinate services and help solve any problem encountered.

- a. Designate a depository officer as a primary contact with us.

Name _____

Title _____

Telephone # _____

Email _____

- b. Designate a depository representative as a backup contact with us.

Name _____

Title _____

Telephone # _____

Email _____

- c. If the primary and backup contacts are not available, how do we contact someone in an emergency? After hours?
 - d. Describe in detail how you handle problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom we will be calling and working with for the situations described above.
5. List references from at least three of your current, comparable governmental clients. Include the length of time under contract and a client contact, title, and telephone number.
 6. Based on the services we require, please provide a proposed timeline for implementing the contract; include the timeline activities and direct responsibilities of both our district and your depository bank during implementation.
 7. Provide a copy of all agreements (including those not directly referenced in this proposal) that will be required under the contract.

8. If we award the contract to you, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy. We have attached a link to our most recent investment policy to this proposal notice.
9. We may conduct a pre-award interview with finalists before awarding the contract. Please provide us with a contact name for arranging this interview.
10. Are you offering any transition or retention incentive to us? If so, please describe it in detail.

Banking Services

1. Consolidated Account Structure with Sweep Mechanism

We are interested in earning at then-current interest rates available at all times. We want the option to use an automated, daily sweep to a money market mutual fund or depository alternative account (if competitive) to reach our full investment goal.

Our current account structure is listed as Attachment B, District's Current Account Structure. We do not guarantee that we will maintain the balances or structure at these same levels.

You must clearly describe your most cost-effective account structure (interest bearing accounts, zero balance accounts [ZBAs], or sweep, etc.).

- a. Fully describe the proposed account structure. Would a sweep be from a master account with ZBAs or directly swept from the individual accounts? Is interest distributed at the account level?
- b. State the average interest rate on the recommended alternative structure for the past 12 months.
- c. If an SEC-registered money market fund is used for the sweep proposal, provide the full name and a copy of the prospectus. It must strive to maintain a \$1 NAV.
- d. Interest earned on interest bearing accounts must **not** be charged as an expense on the account analysis. Confirm acceptance of this condition.

We may be required or may desire to open additional accounts, close accounts, or change account types during the contract period. If this occurs, the new accounts and services must be charged at the same contracted amount or, if unanticipated, at not more than published rates.

2. Automated Cash Management Information

We are interested in automated balance and detail information and online retention. Minimum automated services must include the following:

- prior-day summary and detail balance reporting on all accounts
- intraday detail and summary balances
- initiation and monitoring of stop payments
- initiation and monitoring of internal and wire transfers
- image access
- controlled disbursement presentment totals

- a. Fully describe your online service. List the system capabilities (for example, balance reporting, wires, positive pay, stop payment, etc.).
- b. What is your backup process to report balances and transactions in case the system is not available?
- c. When is daily balance information available?
- d. Submit samples of major screens available, or provide web link access to a demonstration module.
- e. How is an individual security sign-on assigned, and who maintains the security module? How many levels of security are available?
- f. With regard to controlled disbursements:
 - What is the cutoff time for disbursements?
 - What Federal Reserve location do these accounts clear through?
 - How do we have access to this information?

3. Deposit Services

We require standard commercial deposit services for all accounts.

We expect all deposited checks to clear based on your current published availability schedule, but please note any options for expedited availability in your proposal. For all cleared deposits you receive by your established deadline, you must process them for same-day ledger credit. If you fail to credit our accounts in a timely fashion, you must pay interest to us at the then-current effective federal funds rate.

- a. What is your daily cutoff time to ensure same-day ledger credit?
- b. Describe how and when you send credit and debit advices to us.
- c. What type of deposit bags do you use or require? Are these available from you?
- d. In what city does item processing occur?

4. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same-day collected credit. Wire initiation should be available online. We require that wires be released the same business day if information is provided by the established deadline.

- a. Describe the process of online wire initiation. What backup process is available for the online process in case the system is unavailable?
- b. Is any paper transaction required for transfers or wires as follow-up?
- c. How and when will you notify us of incoming wires? Online? Email?
- d. Is future dating available for both repetitive and non-repetitive wires and transfers? How far in advance?
- e. What is the deadline for initiation by telephone and online?
- f. Are templates available online and able to be saved for repeat use?

5. Optical Imaging

We desire optical images that are downloadable or on CD on all accounts.

- a. Do you image all paid checks, deposit items, and deposit slips?
- b. What items and reports are available online (checks, statements, deposit slips deposited items, etc.)? How long are each available?
- c. What items are captured on the monthly CD, if provided?
- d. When do you make the monthly CD or imaged reports available?

6. Automated Clearinghouse (ACH) Services

We require ACH transactions for payable and receivable transactions. We require a pre-notification (pre-note) on all new transactions.

- a. Describe the transmission alternatives for individual ACH transactions. Can we initiate individual ACH transactions online?
- b. What filters and blocks are available on our accounts for ACH transactions?
- c. Are ACH addenda shown in their entirety online and in reports?
- d. What is your policy on pre-notification? Is the pre-note charged as a standard ACH transaction?
- e. What is the deadline for transmission (hour and day) for a payroll to credit employee accounts on a Friday?
- f. Does ACH debit the account on day of initiation or settlement?

7. Safekeeping Services

We may require you or another eligible offeror to provide book-entry safekeeping services for any securities we own. We will make all our investments and transmit instructions for clearing and safekeeping to you in writing or electronically.

All securities must be cleared on a delivery versus payment (DVP) basis. Ownership must be documented by original clearing confirmations, and safekeeping of receipts must be provided within one business day of the transaction. Funds for investments must be drawn from our designated demand deposit account. All principal and interest payments, coupon payments, and maturities must receive automated same-day collected credit on our designated account without requiring any additional action by us.

If you use a correspondent bank for safekeeping our securities, the transactions must be handled through your systems and must not require additional interaction by us with the correspondent bank. No delay in transactions, wires, or flow of funds is acceptable under a correspondent relationship.

- a. Are you a member of either the Federal Reserve or a Federal Home Loan Bank? If not, name the correspondent depository you would use for clearing and safekeeping. Describe any safekeeping arrangement proposed with a correspondent depository including processing requirements by us.
- b. Are security transactions available online for either originating or monitoring?
- c. What is the deadline for settlement instructions on a cash (same-day) settlement? Would we incur any charge for late instructions?

8. Collateral Requirements

You must meet all the requirements, including those beyond the Public Funds Collateral Act, as stated below. The proposal must state that you agree to the following terms and conditions:

- All collateral pledged to us must be held by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act.
- We, you, and the safekeeping bank must execute a triparty safekeeping agreement for custody of pledged securities in full compliance with the FIRREA requiring a depository resolution. (Or completion of Circular 7 if a Federal Reserve bank is acting as custodian. Even if a Federal Reserve bank is used, you and we must still execute a depository agreement.)
- All time and demand deposits above FDIC coverage must be collateralized at a minimum of 102 percent of principal plus accrued interest at all times

- You are contractually liable for continuously monitoring and maintaining collateral at our required margin levels.
- The custodian must provide evidence of pledged collateral by sending original safekeeping receipts or a report directly to us within one business day of receipt.
- We must receive a monthly report of collateral pledged including description, par, market value, and cusip, at a minimum.
- We must grant substitution rights if you obtain our prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.

Authorized collateral includes only approved securities as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act and noted above.

- a. Do you propose any collateral charges? If so, under what conditions are they charged, and how is the charge applied?
- b. What is your deadline for requesting collateral in excess of existing requirements?

9. Account Analysis

You should provide monthly account analysis reports for each account and on a consolidated account basis.

- a. State when monthly account analysis will be available online and on paper.
- b. Are paper statements also sent to us monthly? If so, when?
- c. How long will it take you to correct any billing errors on the account analysis?

10. Monthly Statements

You must provide monthly account statements on all accounts with complete supporting documentation.

- a. State when monthly statements will be available online and on paper.
- b. How long can monthly statements be accessed online?

11. Overdrafts

- a. Are all accounts aggregated for overdraft calculation purposes?
- b. State the rate basis for intraday and interday overdrafts.
- c. What is the policy for daylight overdrafts?

12. Stop Payments

We desire an automated stop payment process.

- a. What are the time period options available for stop payments?
- b. What are the options for extended stop payment periods? How are they extended?
- c. What is the cutoff hour for same-day action on stop payments?
- d. Can we initiate stop payment orders online? If so, do you require any paper follow-up document?
- e. What information on current and expiring stop payments is available online?

13. Service Enhancements

Based on the information you provide in the proposal and your knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that we should consider to manage our treasury operations more effectively.

Optional Services

1. Nonsufficient Funds (NSF) Checks Re-presented as ACH (Re-presented Check [RCK] Entry)

We may want the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- a. Are you currently using ACH for collection of NSF checks? How long have you been providing this service? Provide two comparable references with contact information.
- b. How are the NSF and the later ACH transactions matched and reconciled? Does your system cross-reference the two transactions in any way?
- c. Is the NSF information, image, or occurrence available online? When and how? For how long is it available online?
- d. Can we specify any target pay day(s)?

2. Smart Safes

- a. Do you offer smart safes? Describe.
- b. From our deposit history is this cost effective?

Schedules and Attachments

We provide the following:

- Link to our audited financial statements - <https://www.dcisd.org/Page/113>
- Attachment A, Volumes and Pricing of Depository Services
- Attachment B, District's Current Account Structure
- Attachment C, Sample Collateral Agreement
- Link to District's Investment Policy -
[https://pol.tasb.org/Policy/Download/1269?filename=CDA\(LEGAL\).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS;](https://pol.tasb.org/Policy/Download/1269?filename=CDA(LEGAL).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS;)
[https://pol.tasb.org/Policy/Download/1269?filename=CDA\(LOCAL\).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS](https://pol.tasb.org/Policy/Download/1269?filename=CDA(LOCAL).html&title=OTHER%20REVENUES&subtitle=INVESTMENTS)

You must include the following completed information with the proposal:

- Copy or link to your audited financial statements
- Copy or link to your corporate audited financial statements and the individual depository's call report (for members of your holding companies)
- Uniform Bank Performance Report reference
- Attachment A, Volumes and Pricing of Depository Services (filled in with pricing)
- Sample Account Analysis Statement
- Attachment C, Sample Collateral Agreement
- Any service agreements (including those not directly referenced in this proposal) that must be executed under the contract (if applicable)
- Screen shots of major pages within your automated cash management system, or online web demo access (if available)
- Sample daily balancing report for remote deposit (if applicable)
- Sample account reconciliation reports (if applicable)
- Form A – Non-Collusion Statement
- Form B – Felony Conviction Notification
- Form C – Bidder's Certification
- Form D – Debarment or Suspension Certification Form
- Form E – Deviation/Compliance Form
- Form F – No Bid Notification
- W-9 Request for Taxpayer Identification Number and Certification

Optional Acknowledgments

You confirm that you will not charge interest earned on the account analysis.

If awarded the contract, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy.

You accept the investment options and/or collateral conditions as specified in our investment policy.

By submitting this proposal, you acknowledge that you agree with and accept all specifications in the proposal except as you expressly qualified in the proposal.

Bank: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Typed Name: _____

Date: _____

Attachment A

Denver City ISD

Volumes and Pricing of Depository Services

Provide a price schedule for all services and include any one-time charges or set-up fees.
(Below chart provided in Excel format)

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Monthly Service Charge	Additional Charges	Account Balance Required	Explanatory Notes, if applicable
ACCOUNT SERVICES							
Master Account Maintenance Fee	Per Account	1					
Subsidiary Account Maintenance	Per Account	7					
Money Market Account Maintenance Fee	Per Account	1					
Interest Bearing Accounts Maintenance Fee	Per Account	1					
ZBA Accounts Maintenance Fee Master	Per Account	1					
ZBA Accounts Maintenance Subsidiary	Per Account	1					
Investment Sweep - Master Account	Per Account	1					
Regulatory Balance Charge	Per Account	8					
Deposits Posted	Per Item	200					
Items Deposited - Per Bank	Per Item	200					
Items Deposited - In Transit	Per Item	200					
ACH Credits	Per Item	10					
ACH Debits	Per Item	10					
Checks Paid	Per Item	300					
Return Item	Per Item	1					
Deposit Corrections	Per Item	1					
Checks & Deposit Slips	Per Account	8					
Locking Bags	Per Item	15					
AUTOMATED SERVICES							
ACH Module Maintenance	Per Account	2					
Stop Pay Module Maintenance	Per Account	8					
Wire and Internal Transfer Module Maintenance	Per Account	8					
ACH PROCESSING							
Service Monthly Maintenance Fee	Per Account	1					
ACH Origination File	Per Item	2					
ACH Transactions Originated	Per Item	325					
Return Notification	Per Item	1					
WIRE TRANSFERS							
Service Monthly Maintenance	Per Account	8					
Incoming Domestic	Per Item	3					
Outgoing Domestic	Per Item	1					
IMAGING							
Imaging Maintenance	Per Account	8					
SAFEKEEPING							
Service Monthly Maintenance Custody	Per Account						
Securities Received/Delivered - DVP	Per Item						
Income Collection to DDA	Per Item						
Custody per Cusip/Holding	Per Cusip						
Failed Trades	Per Item						
STOP PAYS							
Stop Pays	Per Item	1					
OPTIONAL SERVICES REQUESTED:							
Smart Safes							
One-time set-up or training fees	One Time						
Service Monthly Maintenance	Per Item	8					

Attachment B
Denver City Independent School District
Current Account Structure

VOLUMES

Activity	Average Number	Average \$ Amount of Items
State Revenue		
Deposits (Sept-Nov and April-Aug)	Monthly	Varies
Payroll		
Monthly checks	50	
Monthly direct deposit	325	
Payroll direct deposit for a month		\$ 1,600,000
Accounts Payable		
Monthly checks	250	\$ 450,000
Child Nutrition		
Daily deposits	2	\$ 200
Activity Funds		
Monthly checks	50	Varies
Monthly deposits	15	Varies

ACCOUNT STRUCTURE

Type of Account	Number of Accounts	Description of Accounts
Interest Bearing Checking		
Sweep Account	1	General Operating
Checking	7	(1) General Operating; (1) Construction; (1) Payroll; (4) Activity

FORMS CHECKLIST

- Completed – Non Collusion Statement: Form A
- Completed – Felony Conviction Notice: Form B
- Completed – Bidders Certification: Form C
- Completed – Debarment and Suspension Certification: Form D
- Completed – Deviation/Compliance: Form E
- Completed if Applicable – No Bid Notification: Form F
- Completed – W-9 Request for Taxpayer Identification Number

FORM A

NON-COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the Denver City Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal:

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Denver City Independent School District concerning this proposal on the basis of any consideration not authorized by law;

the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal:

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Denver City Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal:

the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Denver City Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal:

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

FIRM NAME

ADDRESS

CITY/STATE/ZIP

TYPED NAME OF REPRESENTATIVE(S)

SIGNATURE OF REPRESENTATIVE(S)

DATE

FORM B

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

**This notice is not required of a publicly-held corporation.
Please complete the information below:**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type):

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____ Date: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Convictions(s): _____

Signature of Company Official: _____ Date: _____

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the Denver City ISD pursuant to this Contract on any and all Denver City ISD campuses or facilities. Contractor will not assign individuals to provide services at a Denver City ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Denver City ISD Purchasing Department. Prior to supplying labor services under this Contract, Contractor shall provide a list identifying the individuals, employees and subcontractors that may be assigned to Denver City ISD along with a letter signed by an appropriate officer of Contractor that affirms compliance with this provision. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to a Denver ISD campus or facility, but in any case, annually on the anniversary date of this Contract, if applicable.

FORM C

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature: _____

Print Name: _____

I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature: _____

Print Name: _____

FORM D

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all subrecipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(Print)

Signature of Company Official: _____

Date: _____

FORM E

DEVIATION/COMPLIANCE FORM

COMPANY NAME

ADDRESS/CITY/STATE/ZIP CODE

PHONE NUMBER

FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No Deviation

Yes Deviations

If yes is checked, please list below.

FORM F

NO BID NOTIFICATION

VENDOR NAME: _____

AGENT'S NAME: _____

ADDRESS: _____

BID NUMBER: _____ DESCRIPTION: _____

The Denver City Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product
- _____ Quantities offered are too small or too large to be supplied by my company.
(please circle one of the underlined)
- _____ Specifications are "too tight" or written around a particular product.
(Please elaborate on this item) _____

- _____ Cannot bid against manufacturer or jobber on this item.
(please circle one of the underlined)
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a contract by DCISD when you felt you were low bidder.
- _____ Other... _____

Please indicate your choice for remaining on Denver City ISD's bid list.

_____ I wish to remain on bid list.

_____ I do not wish to remain on bid list.

VENDOR'S SIGNATURE

DATE