

**REQUEST FOR APPLICATION
ADDENDUM
CITY OF CORPUS CHRISTI
PURCHASING DIVISION**

Request for Application No.: BI-0210-10

Addendum No.: 1

August 31, 2010

Prospective Applicants are hereby notified of the following modifications to Request for Application No. BI-0210-10 (RFA). All terms, conditions and specifications of the original Request for Application not in conflict with this addendum remain unchanged and continue in full force and effect.

I.

The following are Applicants' questions and the City's corresponding responses to each:

1. QUESTION:

Regarding the volume of 28294 for CASH DEP PROCESSING FEE III on page 15, does this volume represent \$28M deposited or does it represent a higher volume?

ANSWER:

28,294 is the number of bills deposited for the month, not the dollar amount.

2. QUESTION:

Page 14 A City's Demand Deposit Accounts Required Services: #15. Vouchers Payable Account, Zero-Balance:

Please clarify the term vouchers. Are these warrants or checks? Please provide processing details and volumes; numbers issued and amounts and what triggers issuance of a voucher rather than a check, special clearing and funding of account, if possible.

ANSWER:

A voucher number is created when a vendor's invoice is processed through the City's Accounts Payable department. The voucher number is assigned to a check when the invoice is paid. The City processes about 1,700 vendor checks per month.

3. QUESTION:

Page 17 #17. Deposit Locations:

The City will have the option to make Deposits at the Depository's main Corpus Christi office or at any of Depository's Corpus Christi branches. A deposit ticket will be presented to the Depository with each deposit. The Depository will route specified deposit ticket copies to the City on a daily basis.

If possible please provide as detailed as possible banking center deposit volume/processing information.

ANSWER:

The City processes between 80 and 120 individual deposits daily. These deposits originate from about 25 different departments located throughout the City. Deposits will be made in person, by courier service, at night-drop locations and at drive-thru locations.

4. QUESTION:

EE. The City currently uses a lockbox to process approximately 33,000 payments per month. Please list all charges associated with processing payments through a lockbox arrangement.

Please provide any processing details and/or any special instructions, type of advice, keying, scannable, etc. currently done by the City.

Please refer to page 15, section "Lockbox Services".

ANSWER:

City utility payments are processed through a lockbox. The payment envelope includes the check or money order along with a bar-coded payment stub. The lockbox location will have to be able to read the bar-code as well as scan the check information. The Depository will send a daily data file to the City's utility software and interface the payment information. Scanned information must be made available on the Depository's web site.

5. QUESTION:

Please provide anticipated amount of balances the CITY will maintain in both non-interest and interest bearing accounts.

ANSWER:

Up to 8 million dollars.

6. QUESTION:

What sort of Insurance have you seen other Depository Institution [sic] provide?

ANSWER:

After careful internal review of the services required in this RFA, the City determined that the insurance requirements detailed in Section 2.38 of this RFA are in its best interest.

7. QUESTION:

Regarding subsection B-Required Services item number 18 of Section 3.0; will the City require copy of deposit slip to be mailed back or will a City representative pick up?

ANSWER:

Depository will mail deposit slip or it may be picked up by courier.

8. QUESTION:

Regarding sub section C-Funds Transfer Requirements, item #2 of Section 3.0, What is the anticipated amount/ dollar range of wire?

ANSWER:

Up to 20 million dollars.

9. QUESTION:

Is a vault within the city limit required?

ANSWER:

Yes, a vault within the city limits of Corpus Christi is required.

10. QUESTION:

Is Item L of section 3.3-Technical Solutions referring to Control Disbursement?

ANSWER:

Yes. All check presentments must be reported on a real-time basis.

11. QUESTION:

Please provide clarification/explanation for the following items listed in section 3.6-Fee Schedule (Monthly Pricing Summary Form).

General Account Services

- a. Account Maintenance – 2

ANSWER:

Monthly service charges per account.

12. QUESTION:

Please provide clarification/explanation for the following items listed in section 3.6-Fee Schedule (Monthly Pricing Summary Form).

Depository Services

- a. Cash Dep Proc Cash Amt Flat
- b. Cash Dep Processing Fee I
- c. Cash Dep Processing Fee II
- d. Cash Dep Processing Fee III

ANSWER:

This is the fee structure to process cash deposits. Cash Dep Flat is a flat fee per thousand dollars deposited. Cash Dep Processing Fee is a fee per each individual bill deposited.

13. QUESTION:

Please provide clarification/explanation for the following items listed in section 3.6-Fee Schedule (Monthly Pricing Summary Form).

Paper Disbursement Services

- a. Monthly Controlled

ANSWER:

This includes positive pay services.

14. QUESTION:

Please provide clarification/explanation for the following items listed in section 3.6-Fee Schedule (Monthly Pricing Summary Form).

MERCHANT SERVICES

Regarding item DD of Section 3.3-Technical Solutions

1. Number of locations
2. Can you provide copies of 3 months of your most recent merchant statements?
3. What is your estimated annual volume of MasterCard, Visa and Discover transactions?
4. What is the estimated average ticket size?
5. What type of credit card terminals do you currently use at each location?
6. If you use terminals, what type of connection do the terminals use? ethernet? analog?
7. How many locations have credit card terminals?
8. If you use software or a point-of-sale system to process credit cards, what is the name of the software you currently use in each location? How many locations use this software?
9. What is the version of the software?
10. What is the contact name and phone number for the software?
11. What are your expectations for implementation?
12. What are your reporting expectations?
13. What prompted you to put your business out for bid?
14. What do you like best about your current processor?
15. What are the challenges with your current processor?
16. What card types do you currently accept through the software and/or terminals?
17. Do you currently use a gift card program? What is the name of the gift card program?
18. Do you currently utilize a check guarantee and/or conversion program? If so, what is the name of the program? Does it require additional equipment? If so, what is the name of the equipment?

ANSWER:

Credit card merchant services are not part of this RFP and will be procured separately.

II.

The following modifications are hereby made to the RFA as indicated.

The table in Part B. of Section 2.38, Insurance Provisions, is hereby revised to read (modifications in *bold italics*):

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover officers, directors, employees and agents 1. Errors and Omissions	\$1,000,000 COMBINED SINGLE LIMIT (Defense costs not included in face value of the policy)
WORKERS' COMPENSATION	Which Complies with the Texas Workers' Compensation Act
EMPLOYERS' LIABILITY	\$500,000/\$500,000/\$500,000
<i>Property Insurance</i>	<i>Applicant is responsible for their own insurable interest in the property and property in their care, custody and control.</i>

"ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED"

Paul Pierce
Procurement Manager

ACKNOWLEDGED BY:

FIRM NAME

AUTHORIZED SIGNATURE

DATE

ONE ORIGINAL SIGNED AND DATED ADDENDUM 2 AND SEVEN COPIES OF THIS ORIGINAL SIGNED AND DATED ADDENDUM 2 MUST BE RETURNED TO THE PURCHASING DIVISION WITH YOUR APPLICATION.

CITY OF CORPUS CHRISTI, TEXAS

BI-0210-10

Request for Applications

DEPOSITORY SERVICES

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CITY OF CORPUS CHRISTI, TEXAS
BI-0210-10

DEPOSITORY SERVICES

Section 1

Notice of Request for Applications

1.1 Request for Applications

- A. The City of Corpus Christi “City” hereby issues this REQUEST FOR APPLICATIONS “RFA”. The City is seeking applications from qualified Applicants to provide DEPOSITORY SERVICES. The City shall enter into a contract(s) resulting herefrom for a period of three years with an option to extend for up to two additional one-year periods.
- B. The City hereby designates Paul Pierce as the Procurement Officer with overall responsibility for procurement and administration of this service. Mr. Pierce’s information is as follows:

Paul Pierce
Procurement Manager
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Phone: (361) 826-3164
Fax: (361) 826-4374
paulp@cctexas.com

- D. All inquiries or requests regarding this RFA must be submitted, in writing, to the Procurement Officer as indicated above, or his duly authorized designee, as specified in writing. Other employees do not have the authority to respond for the City in writing and any attempt to question other employees regarding this RFA may result in the City disqualifying that Applicant. Only written responses from the Procurement Officer or his duly authorized designee will be binding with regard to inquiries requesting clarification or additional information. The Procurement Officer’s or his duly authorized designee’s written responses will be forwarded simultaneously to all prospective Applicants.
- E. A pre-application conference will be held at the date and time and in the location specified therefor in Section 1.3 of this RFA.
1. The purpose of the pre-application conference is to provide an opportunity for prospective Applicants to discuss, pose questions and obtain clarification from the City regarding this RFA.
 2. All questions and requests for clarification from the City shall be received, in writing, by the Procurement Officer specified herein by the date and time specified therefor in Section 1.3 of

this RFA. Questions and requests for clarification received after such time shall be deemed late and shall not be considered. Questions and requests for clarification may be transmitted to the Procurement Officer via regular mail, private courier, facsimile, electronic mail or by delivery in person. Facsimile and electronic mail service is provided by the City as a convenience and the City makes no guarantees, express or implied, regarding the functionality of said services. It is solely the responsibility of the Applicant to ensure questions and requests for clarification are received by the Procurement Officer by the deadline for same detailed herein. The electronic time stamp in the Purchasing Division of the City of Corpus Christi at City Hall, 1201 Leopard Street, Corpus Christi, Texas, shall be the official time stamp and shall maintain the official time for the purposes of the RFA.

3. The City shall provide written responses to all prospective Applicants in the form of written addenda, if such information is necessary to Applicants in submitting applications or if the lack of such information would be prejudicial to uniformed Applicants. Oral explanations or instructions provided by the City before the award of the contract shall not be binding upon the City.

1.2 Submission of Application

- A. The Applicant must submit one original and seven (7) copies of its application to the City of Corpus Christi as specified below. All applications must be complete and accurate and in City approved format as referenced in Section 4.2.
- B. The City will review and evaluate the written applications in response to this RFA. The City may conduct additional interviews with selected Applicants for the purpose of further exploring and clarifying the Applicant's response. The City will rank the Applicants based on the suggested evaluation criteria set forth in the Evaluation Model of this RFA. The City will then negotiate applicable terms and conditions into the final form of the Contract with the first-ranked Applicant. If contract negotiations are not successful with the selected Applicant, the City will begin negotiations with the next highest ranked Applicant on the list. The City intends to award one contract to one Applicant. The City reserves the right to not award a contract at all. Award will be made based on the best overall value to the City.
- C. Applications will be evaluated to ascertain which Applicant best meets the needs of the City. The City intends to utilize an Evaluation Model specifically designed for this analysis. The Evaluation and Selection process will be based on: 1) Technical Solution, 2) Applicant's Profile and Qualifications, 3) Local Presence, 4) Fees and 5) Exceptions. The final weight assigned to each of these parameters will be determined by the Evaluation Committee.
- D. Applications should be returned in a sealed envelope/container marked with the Applicant's name, address and the RFA number corresponding to this RFA. Applications will be received through the date and time specified in Section 1.3 of this RFA. Without exception, applications received after this deadline are late, shall be deemed non-responsive and will not be considered.
- E. Applicants may mail applications to the following address:

***City of Corpus Christi (1 original & 7 copies)
Purchasing Division***

***P.O. Box 9277
Corpus Christi, Texas 78469-9277***

OR, Applicants may deliver the Application in person or by third-party courier to the following address:

***City of Corpus Christi (1 original & 7 copies)
Purchasing Division
4th Floor, City Hall
1201 Leopard St.
Corpus Christi, Texas 78401-2825***

- F. Delivery to or receipt in any other area of the City will not satisfy the requirement for delivery to the Purchasing Division.
- G. Applicants shall comply with the additional detailed instructions regarding submission of Applications found in Section 4 of this RFA.

1.3 Tentative Schedule

The following is a tentative schedule of evaluation and selection activities:

Date	Activity
August 16, 2010	Request for Applications Issued
August 23, 2010	Pre-application Conference at: 10:00 a.m. – 11:30 a.m. Central Time (CT) 6 th Floor Conference Room City Hall 1201 Leopard St. Corpus Christi, Texas
August 25, 2010	5:00 p.m. CT deadline for submission of: 1) written questions 2) Acknowledgment of Receipt and Notice of Intent to Submit Application
September 15, 2010	Applications due by 5:00 p.m. CT
October 7, 2010	Proposed Date for Finalists' Presentations (if necessary)
November 9, 2010	Tentative Date for Recommendation of Award to Council
November 16, 2010	Alternate Tentative Date for Recommendation of Award to City Council

It is important that the City is able to verify prospective Applicants' receipt of this RFA. The following ACKNOWLEDGMENT OF RECEIPT AND NOTICE OF INTENT TO SUBMIT APPLICATION ("NOTICE") must be completed and returned as soon as possible, but no later than the date and time specified in Section 1.3 above. Failure to return said Notice by this deadline may prevent a prospective Applicant from receiving amendments, responses to questions, etc.

1.4 Acknowledgment Form

**ACKNOWLEDGMENT OF RECEIPT
AND NOTICE OF INTENT TO SUBMIT APPLICATION**

REQUEST FOR APPLICATIONS
BI-0210-10
DEPOSITORY SERVICES

In acknowledgment of receipt of this REQUEST FOR APPLICATIONS, the undersigned agrees that a complete copy of this RFA has been received and offers notice of their intent to submit an application to provide DEPOSITORY SERVICES described in this RFA.

This ACKNOWLEDGMENT OF RECEIPT AND NOTICE OF INTENT TO SUBMIT APPLICATIONS in response to this RFA should be signed by an authorized representative and returned to the Procurement Officer no later than date and time specified in Section 1.3 of this RFA. This will assure that any addenda, additional information and written answers to written questions will be forwarded to you. **Applicants who choose to mail this form should send it by registered or certified U.S. mail to the address set forth in Section 1.1 on page 1 of this RFA, or fax to (361) 826-3174 Attention: Paul Pierce, Procurement Manager or by email to paulp@cctexas.com.** Facsimile service is provided as a courtesy to Applicants, however, the City assumes no responsibility for documents transmitted via facsimile and not received by the Procurement Officer in a timely manner.

The person named herein shall also serve as the contact person who must be available, with little or no notice, to answer questions posed by the Evaluation Committee during the evaluation process and represent the Applicant in negotiations with the City.

COMPANY NAME: _____

REPRESENTED BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

SIGNATURE: _____

DATE: _____

E-MAIL: _____

FACSIMILE #: _____

TELEPHONE #: _____

Section 2

Conditions Governing the Procurement

2.1 Acceptance of General Requirements

The Applicant must specifically accept all project requirements contained in Section 2, Conditions Governing the Procurement, and Section 3, Scope of Work, in the transmittal letter as set forth in Section 4.3 of this RFA.

2.2 RFA Notice Requirement

Notice of the REQUEST FOR APPLICATIONS shall be published in the Corpus Christi Caller Times once a week for two consecutive weeks. The date of the first publication will be at least fourteen (14) days prior to the application due date.

2.3 RFA Procedural & Content Questions

- A. Any Applicant requiring further clarification of the REQUEST FOR APPLICATIONS procedures contained herein should submit specific questions in writing to the Procurement Officer at the address set out in Section 1.1 of this RFA.

- B. During a review of this RFA and preparation of the application, certain errors, omissions or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFA, written questions should be submitted to the Procurement Officer at the address set out in Section 1.1 of this RFA no later than the date and time prescribed for same as provided in Section 1.3 of this RFA. This should allow sufficient time for the City to answer the written questions and distribute the written responses so that all prospective Applicants will have the benefit of the revised information.

2.4 Basis for Application

Only the information contained in this RFA, amendments hereto and information supplied by the City in writing through the Procurement Officer identified herein should be used in the preparation of the Applicant's application.

2.5 Opening of Applications

Applications must be sent to the City in a sealed envelope/container marked with the Applicant's name, address and bid number BI-0210-10. The applications shall be received until the date and time specified for same in Section 1.3 of this RFA. Applications must be mailed or delivered in accordance with the instructions and to the addresses set out in Section 1.2 of this RFA.

By means of time stamp, the Purchasing Division will record receipt of the application and forward it to the Procurement Officer. The official time for closing of this RFA is that which is specified for same as provided in Section 1.3 of this RFA per the Purchasing Division's date/time stamp. A formal opening of the Applications shall not take place.

2.6 Application Terms and Conditions

The Applicant must submit, with each copy of the Application, a complete set of any additional terms and conditions proposed for inclusion in the sample Service Agreement (also referred to herein as "Contract")

enclosed herein.

2.7 Disclosure of Application's Contents

Applications will be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the applications secret during negotiations. All applications are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the applications are not open for public inspection. **It is specifically provided, however, that each Applicant must identify any information contained in its application which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its application, an Applicant agrees that such material shall be considered public information.**

2.8 Late Applications

Without exception, applications must be submitted in sufficient time to be received and date-/time-stamped in the Purchasing Division on or before the deadline specified in Section 1.3. Any application received after the time and date specified in Section 1.3 is late and shall not be considered.

2.9 Signing of Applications

By submitting and signing an application, the Applicant indicates its intention to adhere to the provisions described in this RFA.

Applications signed for a partnership shall be signed in the Applicant's name by at least one partner or in the Applicant's name by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the application, a Power-of-Attorney evidencing authority to sign applications, dated the same date as the application, and executed in accordance with the legal requirements of the Applicant.

Applications signed for a corporation shall have the correct corporate name thereon and shall bear the president's or vice-president's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the Board of Directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

2.10 Cost of Application

This RFA does not commit the City to pay any costs incurred by an Applicant for preparation and/or submission of an application or for procuring or contracting for the items to be furnished under this RFA. All costs directly or indirectly related to preparing and responding to this RFA, including all costs incurred for supplementary documentation, shall be borne solely by the Applicant.

2.11 Minority Business Enterprise Information Form

The City of Corpus Christi requires all persons or Applicants seeking to do business with the City to provide the Minority Business Enterprise Information Form on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A.

2.12 Disclosure of Interest

The City of Corpus Christi Code of Ordinances, Section 2-349, as amended, requires all persons or Applicants seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be answered. If the question is not

applicable, answer with N/A. Applicants are obligated to provide updated information concerning the disclosure of interest, as warranted, for the duration of time the applications are under consideration.

2.13 Ownership of Applications

All documents submitted in response to this RFA shall become the property of the City of Corpus Christi.

2.14 Disqualification or Rejection of Applications

- Applicants may be disqualified for any of the following reasons:
- There is reason to believe that collusion exists among the Applicants;
- The Applicant is involved in any litigation against the City;
- The Applicant is in arrears on an existing contract or has defaulted on previous contracts with the City;
- The Applicant lacks financial stability;
- The Applicant has failed to perform under previous or present contracts with the City;
- The Applicant has failed to use the City's approved forms;
- The Applicant has failed to adhere to one or more of the provisions established in this RFA;
- The Applicant has failed to submit its Application in the format specified herein;
- The Applicant has failed to submit its Application on or before the deadline established herein;
- The Applicant has failed to adhere to generally accepted ethical and professional principles during the Application process; or,
- The Applicant has failed to provide a detailed cost summary in the application.

2.15 Rejection of Applications

Applications may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate applications, incomplete applications, erasures or irregularities of any kind. Applications tendered or delivered after the official time designated for receipt of applications shall be deemed non-responsive and shall not be considered.

2.16 Right to Waive Irregularities

Applications shall be considered "irregular" if they show any admissions, alterations of form, additions or conditions not called for, unauthorized alternate applications or irregularities of any kind. The Procurement Officer reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive applications failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right shall be exercised at the sole discretion of the Procurement Officer.

2.17 Withdrawal of Applications

Applications may be withdrawn by written notice received by the City's Purchasing Division prior to the exact hour and date specified for receipt of applications. An Application may be withdrawn by an Applicant or his/her duly authorized representative, provided his/her identity is made known and he/she signs a receipt for the application, but only if the withdrawal is made prior to the exact hour and date set for the receipt of applications.

2.18 Amending of Applications

An Applicant may submit an amended application, however, such amended application must be received prior to the exact hour and date set for the receipt of applications; must be a complete replacement of a

previously submitted application; and, such amended application must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble application materials for an Applicant.

2.19 Application Offer Firm

By submission of its application, the Applicant affirms that its application is firm for one hundred eighty (180) days after the due date for receipt of applications.

2.20 Applicant Qualifications

The Evaluation Committee "Committee", as defined in Section 5.1 of this RFA, may make such investigations as necessary to determine the ability of the Applicant to adhere to the requirements specified herein. The Procurement Officer will reject the application of any Applicant who is not a responsible Applicant.

2.21 Exceptions to RFA Specifications

Although the specifications in the following sections represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives.

It is vital that the Applicant make very clear where exceptions are taken to the specifications and how the Applicant will provide alternatives.

Therefore, exceptions, conditions or qualifications to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception and inserted in the application at that point. In addition, the Applicant must provide responses on the "Exceptions" page to address any and all items found in all bid documents that the Applicant cannot meet or provide. If the Applicant does not make clear that an exception is being taken, the City will assume the Applicant is, in its application, responding to and will meet the specifications of this RFA.

2.22 Consideration of Applications

Discussions may be conducted with responsible Applicants qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In discussions, there shall not be disclosure of any information derived from applications submitted by competing Applicants. Until award of the Contract is made by the City, the City reserves the right to reject any or all applications, to waive technicalities, to re-advertise for new applications or to proceed with the work in any manner as may be considered in the best interest of the City. Should the City require clarification from the Applicant, the City shall contact the individual named in the ACKNOWLEDGMENT OF RECEIPT AND NOTICE OF INTENT TO SUBMIT APPLICATION.

Evaluation of the application is the first step in a series of evaluation steps that will be conducted by the Committee. The City may elect to conduct post-submission reference checks or Applicant interviews with any Applicants that are not eliminated based on their application.

2.23 Termination of RFA

The City reserves the right to cancel this RFA at any time. The City reserves the right to reject any or all applications submitted in response to this RFA.

2.24 Service Agreement

The fully executed service agreement, as amended, the REQUEST FOR APPLICATIONS, as amended and the application constitute the agreement, in its entirety, between the City and the Contractor. Any other terms and conditions shall be null and void.

2.25 Precedence of Contract Documents

In case of a conflict in the contract documents, first precedence shall be given to the fully executed contract, as amended; second precedence shall be given to the REQUEST FOR APPLICATION, including addenda and third precedence shall be given to the application, as clarified.

2.26 Governing Law

The laws of the State of Texas will govern any Contract resulting herefrom. The contract shall be executed in Nueces County, Texas. The applicable law for legal disputes arising out of the Contract resulting herefrom shall be the law of the State of Texas.

2.27 No Obligation

This RFA, in no manner, obligates the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract approved by the Corpus Christi City Council.

2.28 Contract Deviations

Any additional terms or conditions, which may be the subject of negotiation, will be discussed only between the City and the qualified Applicants.

2.29 Sufficient Appropriation

Any Contract awarded as a result of this RFA process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The City's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Applicant as final.

2.30 Recommendation to City Council

The City Manager will recommend to the City Council that award be made to the Applicant(s) whose application is determined by the City to be the most advantageous ("Best Value") to the City.

2.31 Award of Contract

The City reserves the right to withhold final action on applications for a reasonable time not to exceed one hundred eighty (180) days subsequent to the deadline for receipt of applications.

The award of a Contract(s), if an award is made, will be to the most responsible and responsive Applicant(s) that give the City "Best Value" and whose applications meet the requirements and criteria set forth in this RFA.

2.32 Execution of Contract

The City Council shall authorize award of the Contract to the successful Applicant(s) and shall designate the successful Applicant(s) ("**Contractor**") as the City's Provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents.

No Contract for this project may be signed by the City without the authorization of the City Council and no Contract shall be binding on the City unless and until it has been approved as to form by the City

Attorney or her designee, and executed by the City Manager or his designee.

2.33 Disputes

In the case of any doubt or difference of opinion with regard to the items to be furnished by an Applicant or the interpretation of the provisions of this RFA, the decisions of the City shall be final and binding upon all parties.

2.34 Change in Applicant's Representative

The City reserves the right to negotiate a change in Applicant's representatives if the assigned representatives are not, in the opinion of the City, adequately meeting the needs of the City.

2.35 Term

The service agreement resulting herefrom will be for a term of three years with an option to extend for up to two additional one-year periods, subject to the approval of the City Manager or his designee. By submission of its application, the Applicant agrees that the pricing quoted in its application is fixed and firm for the duration of the initial three year term of the service agreement resulting herefrom. Adjustments to price and cost may be considered upon expiration of the initial three-year term and prior to extension of the contract for either of the two additional twelve-month extensions.

2.36 Change Requests

Contract changes may only be made by an amendment to the Contract resulting herefrom and executed in writing by the City and the Contractor and approved by the City Council.

2.37 Termination of Contract

The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in this RFA. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 5 work-days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter. Alternatively, City may terminate this Agreement, with or without cause, upon 20 days written notice to Contractor. However, City may terminate this Agreement on 24-hours written notice to Contractor for failure to pay or provide proof of payment of taxes as set out herein.

If the City terminates its Contract under the foregoing paragraph, the City shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. Contractor shall not be entitled to any further compensation for work performed by the Contractor or anyone under its control or direction from the date of receipt of notice of cancellation including any and all costs related to the transferring of any files to another Contractor or any costs related to the electronic transfer of any information including, but not limited to, tape transfers, downloads, uploads, CD, etc.

Upon termination of the Contract, the Contractor shall provide the City reproducible copies of all work completed or partially completed documents prepared under the Contract – all such documents hereinafter being the sole property of the City within thirty (30) days of such termination at the Contractor's expense.

2.38 Insurance Provisions

- A. Applicant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Applicant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Applicant must furnish to the City’s Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage’s by insurance company(s) acceptable to the City’s Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover officers, directors, employees and agents 1. Errors and Omissions	\$1,000,000 COMBINED SINGLE LIMIT (Defense costs not included in face value of the policy)
WORKERS’ COMPENSATION	Which Complies with the Texas Workers’ Compensation Act
EMPLOYERS’ LIABILITY	\$500,000/\$500,000/\$500,000
	Applicant responsible for its property and the property of others that is in the Applicant’s care, custody or control.

- C. In the event of accidents of any kind, Applicant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Applicant must obtain workers’ compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a

policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

- E. Applicant's financial integrity is of interest to the City; therefore, subject to Successful Applicant's right to maintain reasonable deductibles in such amounts as are approved by the City, Applicant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Applicant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII).
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Applicant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Applicant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. Applicant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured 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;
 - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Applicant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Applicant'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 contract.

- I. In addition to any other remedies the City may have upon Applicant'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 Applicant to stop work hereunder, and/or withhold any payment(s) which become due to Applicant hereunder until Applicant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Applicant may be held responsible for payments of damages to persons or property resulting from Applicant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Applicant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2.39 Right to Publish

Throughout the duration of the procurement process and resulting Contract term, potential Applicants and Contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFA or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Applicant's application or termination of the Contract.

2.40 Applicant's Ethical Behavior

By submission of its application, the Applicant promises that Applicant's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Applicant's application submitted in response to this RFA, directly or indirectly, through any contact with City Council members or other City officials between the deadline for submission of applications and the date a contract resulting herefrom is awarded by the City Council. Such behavior will be cause for rejection of the Applicant's application at the discretion of the City Manager or his designee.

2.41 Quantities

Quantities described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any contract resulting herefrom, nor do the estimates limit the City to ordering less than its actual needs during the term of any contract resulting herefrom, subject to availability of appropriated funds.

Section 3.0

Scope of Work

3.1 General Information

The City of Corpus Christi (“City”) issues this Request for Applications (“RFA”) to eligible depository institutions to provide depository services for the City’s funds. Only those depository institutions doing business within the city limits of Corpus Christi, Texas with full depository service capabilities as required in this RFA will be eligible to serve as the City’s depository (“Depository”). The City manages its own investment portfolio pursuant to its Investment Policy, therefore, the Depository will not provide any investment transaction activities other than safekeeping services such as receiving and delivering securities, coupon collections and maturity collections.

3.2 Mandatory Service Requirements

This section identifies the mandatory requirements for the provision of depository services for the City’s funds. Additional required services and estimated monthly volumes are listed Section 3.6, Fees, A., MONTHLY PRICING SUMMARY FORM, of this RFA. The depository must be able to provide the following required services and to maintain the following demand deposit accounts and any other accounts which the City may establish.

A. CITY’S DEMAND DEPOSIT ACCOUNTS

The term “demand deposit account” means a deposit of funds that may be withdrawn on the demand of the depositor. The City requires that the Depository provide depository services for the following demand deposit accounts (Note! These are the current demand deposit accounts. The City reserves the right to add or delete demand deposit accounts as and when required by its operational needs):

The City currently maintains the following accounts:

1. CC Community Improvement Corp. Coll, Non-Interest Bearing
2. City of CC Beach User Fees, Non-Interest Bearing
3. City of Corpus – Airport PFC, Non-Interest Bearing
4. Combined Funds, Non-Interest Bearing
5. Housing Improvement Home Project, Non-Interest Bearing
6. Corpus Christi Community Corp. Special, Interest Bearing
7. CC Community Improvement Corp., Interest Bearing
8. CC Housing Finance Corp., Interest Bearing
9. Corpus Christi Arena Operating, Interest Bearing
10. Corpus Christi Convention Center, Interest Bearing
11. Law Enforcement Special, Interest Bearing
12. City of Corpus Christi – Humana, Zero-Balance
13. Credit Card Clearing Account, Zero-Balance
14. Payroll Fund, Zero-Balance
15. Vouchers Payable Account, Zero-Balance
16. Workers’ Compensation, Zero-Balance

B. REQUIRED SERVICES

1. Internet Access Cash Management Services

The City requires that the Depository provide cash management services to the City via the Internet. Any necessary software for these services, including, but not limited to: stop payments, wire transfers, account balance and transaction information, positive pay, lockbox, and transmission of ACH debit or credit transactions, will be furnished and be made available by the Depository at no cost to the City.

2. Deposits

The Depository must accept all deposits made by the City during the term of the Depository Services Agreement for deposit in the City Demand Deposit Accounts identified herein. At a minimum, the City requires that the Depository accept City deposits for ledger credit until 3:00 p.m. Central Time (CT) each business day. The City reserves the right to exclude deposits made on behalf of the Corpus Christi Fire Fighters' Retirement System and any other special funds which are controlled by entities separate and apart from the City.

3. Items Deposited

All payments made directly to the City by customers will be sent to the bank un-encoded.

4. Automated Information Reporting

The City must be able to access via the Internet, for each City account, the previous day's ending ledger balance, collected balance, float, and debit/credit detail by 8:00 a.m. CT daily. Current-day balance and activity must be available by 12:00 noon CT. By this same deadline, this information must be combined to reflect totals for all City accounts taken together.

5. Items Processing Service

The Depository must process all deposited items of checks and cash. Such processing services include encoding services, credit and debit advices given to the City within three business days of the debit or credit, clearing returned items, and return of stamped duplicate deposit slips to the City within one business day of deposit. The City intends to deposit all revenues directly to the Depository; the City courier delivers mail deposits. All deposits are safeguarded in tamper evident bags unless personally delivered. The deposits will be made in batches with a tape to be provided for each batch. If item processing discovers an error in the deposit, then the City requires a credit or debit advice to be mailed to the City immediately after the account has been adjusted with the appropriate documentation attached to justify the correction. Appropriate documentation is considered to be a copy of the City's tape with the item in question marked and a copy of the check in question.

6. Fine Sorting Required

Any account that has more than 400 checks must be fine-sorted in numerical order by the Depository.

7. Insufficient Funds (NSF)/Returned Items

A complete description is to be provided on all NSF/returned items deposited into City accounts. The description should include the Payor's name, applicable City department, and reason for return. All NSF/returned items must be charged back to the account to which the items were deposited provided that the City department is identified by endorsement stamp or other readily identifiable means on the item. The Depository will send the NSF/returned items to the office designated by an Authorized City Representative.

8. Stop Payments

Stop payments placed through the Internet must remain in effect for at least six (6) months. Placement of stop payments through the Internet does not require written authorization follow-up by the City.

9. Automatic Payroll Deposit Services

By using a personal computer with Internet or modem access, the City will electronically transmit City employee payroll data to the Depository. The Depository will receive the data and prepare an ACH debit so that the Depository payroll account will be debited no sooner than the date of payroll. The 2010 Payroll Calendar is Attached as Exhibit A to the Depository Services Agreement.

10. General Wire Transfer Services

- a. Using Internet access, the City must be able to initiate general wire transfer services including initiation of repetitive and non-repetitive wire transfers.
- b. The Depository must act upon all Internet, electronic, written or verbal transfer requests within one hour from the time received from an Authorized City Representative, and use any means for the transmission of the funds the Depository may consider suitable up until **3:30 p.m. CT**.
- c. The Depository must record all telephonic instructions from the City received by the Depository's wire transfer department and retain the recordings for sixty-one (61) days (the period for City notification of discrepancies) following such requests.
- d. In the event there is a loss of interest or use of funds as result of a Depository error for failure to execute a transfer request on the date received, or such other error within the Depository's control, compensation for loss must be corrected by adjusting the aggregate ledger and collected balances of the City accounts to reflect properly the average balances of the amounts that would have resulted had no error occurred.

11. Account Reconciliation Services

- a. All depository statements and paid items must be on a monthly cycle and must be cutoff on the last calendar day of the month. The depository statements must be available for pick-up no later than the **fifth** working day following the assigned cut-off date.
- b. If a statement for a City depository account is not cut off as specified by the City, the City will require that the Depository reimburse the City for the costs incurred to reconcile the statement, including City employee overtime costs.
- c. The City also requires that copies of cleared checks be available via Depository's website.

12. Depository Reconcilements

Automated depository reconcilements are required for the Vouchers Payable and Payroll accounts and other accounts as required by an Authorized City Representative as transaction volumes increase. By using Internet access, the City will electronically transmit reconcilement data to the Depository. Reconcilements must be available for pick up by the City by the **ninth** working day following the date the data was transmitted to the Depository. "Add/delete" adjustment forms will be provided by the Depository. The Depository will be required to

transmit reconciliation information to the administrators of the City's health care and worker's compensation accounts and others as designated by the City.

13. Checking with Interest Accounts

If designated by an Authorized City Representative, a demand deposit account will be set up as interest bearing and interest will be paid monthly. Interest rates will be those set for public fund interest bearing accounts.

14. Controlled Disbursement Service

Specific accounts as designated by an Authorized City Representative will be controlled disbursement accounts. The City must be able to access same-day information concerning controlled disbursement clearings by 11:15 a.m. CT daily.

15. Zero-Balance Accounts

As designated by an Authorized City Representative, specific demand deposit accounts will be zero-balance accounts for ease in reconciling and record keeping.

16. Check Cashing

On presentation and at no charge to the payee or the City, the Depository will pay all checks drawn and properly payable on a City demand-deposit account.

17. Deposit Locations

The City will have the option to make Deposits at the Depository's main Corpus Christi office or at any of Depository's Corpus Christi branches. A deposit ticket will be presented to the Depository with each deposit. The Depository will route specified deposit ticket copies to the City on a daily basis.

18. Night Depository

The Depository must be able to provide night depository facilities for safekeeping purposes. The City will use special tamper-evident deposit bags in making deposits through the night depository facility. Each bag placed in the night depository facility will contain only currency, coin, and checks. The Depository will be responsible for safekeeping these bags until the City (or its agent) collects them at 8:00 a.m. CT on the next City business day. The Depository will record the bags on a form prescribed by the City and will verify the list when the City (or its agent) collects the deposit bags. If it appears that a bag has been tampered with, the Depository must telephone an Authorized City Representative before transferring the bag from its possession.

19. Escrow Accounts.

Periodically during the term of the Agreement, the City may require that an escrow account be established at the Depository. The service fees charged for the escrow account must be the same as the service fees charged to the City for its demand deposit accounts.

C. FUNDS TRANSFER REQUIREMENTS

1. Incoming wire transfers occur regularly. The Depository must give both ledger and collected credit the day of the wire receipt, regardless of the time the Depository receives the transfer through the Fed wire System. Credit to City accounts for incoming wire transfers must be immediate.

2. The City actively invests in marketable securities. An outgoing wire transfer will be made in the morning for the reinvestment of funds expected by an incoming wire transfer. The Depository must allow the City to reinvest and to wire funds out in anticipation of an incoming wire transfer later in the day.
3. The Depository must not charge the City for daylight overdrafts. When a daylight overdraft is anticipated, an Authorized City Representative will notify the designated depository official of the situation.
4. Notification to the City of incoming wire transfers or problems with outgoing wire transfers must be made within one hour of the transaction. The City allows two authorized employees to initiate repetitive transfers. All authorized employees must be issued a personal identification number in order to initiate wire transactions. If the wire transfer is initiated over the telephone, the City will require that the Depository telephone the City and specifically request to speak to an Authorized City Representative other than the person initiating the wire to verify that the wire is authorized prior to releasing it.

D. OVERDRAFT PROCESSING REQUIREMENTS

The City does not intend to have an overdraft position on any of its depository accounts throughout the course of the Depository Services Agreement. In the event a check or checks presented for payment on any City account where there exists insufficient funds available for payment, the City will require the Depository to pay said checks and promptly notify an Authorized City Representative of the existence of the overdraft situation. The City will cover the overdraft within one business day.

E. REQUIREMENTS FOR SECURITIES CLEARANCE AND SAFEKEEPING OF CITY INVESTMENTS

1. Investment securities purchased by the City will be delivered by book entry to the Federal Reserve. The purchase and sale of all securities will be on a delivery versus payment or payment versus delivery basis (i.e. for securities purchases, monies will not be released by the City's safekeeping bank until securities are received at the Federal Reserve Bank or further credit to the City's safekeeping bank. In the case of securities sales, monies will be received by the City's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner, the City will always have possession of either the securities or its monies.
2. The City will send written instructions to the securities clearance department for each transaction. When a City security matures, or when a City security is purchased, funds will be transferred from or to the Combined Operating account or another account as directed by an Authorized City Representative. Most of these instructions will be sent by facsimile to assure the timeliness of the operation. The City expects the Depository to give prompt notification of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.
3. All securities must be perfected in the name of the City. A safekeeping receipt issued to the City must evidence all book entry securities owned by the City. The original safekeeping receipt for each transaction will be forwarded to the City.

4. The following is the City's sample Investment Portfolio for one year. The depository must use this data to calculate safekeeping fees on an annual basis. The depository must record the safekeeping fee calculation in the Safekeeping and Securities Clearance section of the MONTHLY PRICING SUMMARY FORM found in Section 3.6, Fee Schedule, A. of this RFA.

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**CITY OF CORPUS CHRISTI
CASH MANAGEMENT SECTION
INVESTMENT PORTFOLIO
AS OF 07/31/2010**

Description	CUSIP/Ticker	Security Type	Broker/Dealer	Settlement Date	YTM @ Cost	Face Amount/Shares	Book Value	Market Value	Unrealized Gain/Loss-BV
Operating Fund									
Bank of New York MM	BNY 1609	Money Market	None	7/30/2010	0	1,517,677.37	1,517,677.37	1,517,677.37	0
Bank of New York MM	BNY 1586	Money Market	None	7/30/2010	0	6,267,196.70	6,267,196.70	6,267,196.70	0
Bank of New York MM	BNY 1608	Money Market	None	7/30/2010	0	869,865.13	869,865.13	869,865.13	0
FAMCA 0.45 9/24/2010	31315PAE9	FAMC Bond	Regal	9/25/2009	0.45	5,000,000.00	5,000,000.00	5,001,875.00	1,875.00
FFCB 0.38 12/1/2010-10	31331G4E6	FFC Bond	Rice Financial	12/1/2009	0.38	5,000,000.00	5,000,000.00	5,000,000.00	0
FFCB 0.38 12/1/2010-10	31331G4E6	FFC Bond	Regal	12/1/2009	0.38	5,000,000.00	5,000,000.00	5,000,000.00	0
FHLB 0.375 11/4/2010	3133XVNS6	FHLB Bond	Regal	11/4/2009	0.375	5,000,000.00	5,000,000.00	5,003,125.00	3,125.00
FHLB 0.45 2/25/2011-10	3133XX2E6	FHLB Bond	Coastal	2/25/2010	0.45	5,000,000.00	5,000,000.00	5,000,000.00	0
FHLB 0.55 8/4/2010	3133XUCC5	FHLB Bond	Regal	8/12/2009	0.54999	5,000,000.00	5,000,000.00	5,000,000.00	0
FHLB 0.56 8/20/2010	3133XUL35	FHLB Bond	Mizuho	8/20/2009	0.57707	5,000,000.00	4,999,953.42	5,001,562.50	1,609.08
Lone Star LGIP	LONESTAR634	Local Government Investment Pool	None	7/30/2010	0.2207	7,005,674.36	7,005,674.36	7,005,674.36	0
TexasTERM LGIP	TEXASDAILY6800	Local Government Investment Pool	None	7/30/2010	0.2312	12,518,968.99	12,518,968.99	12,518,968.99	0
TEXPOOL LGIP	TEXPOOL0034	Local Government Investment Pool	None	7/30/2010	0.2259	15,159,371.20	15,159,371.20	15,159,371.20	0
TexStar LGIP	TEXSTAR1111	Local Government Investment Pool	None	7/30/2010	0.1992	5,743,451.55	5,743,451.55	5,743,451.55	0
Sub Total / Average					0.29518	84,082,205.30	84,082,158.72	84,088,767.80	6,609.08
Bond Fund									
FAMCA 0.45 3/31/2011	31315PKE8	FAMC Bond	Regal	3/31/2010	0.45	5,000,000.00	5,000,000.00	5,003,295.00	3,295.00
FFCB 0.4 2/3/2011-10	31331JCZ4	FFC Bond	Coastal	2/3/2010	0.4	5,000,000.00	5,000,000.00	5,000,000.00	0
FFCB 0.44 3/2/2011-10	31331JFN8	FFC Bond	Regal	3/2/2010	0.44	5,000,000.00	5,000,000.00	5,000,000.00	0
FHLB 0.375 11/3/2010	3133XVNB3	FHLB Bond	Regal	11/3/2009	0.375	5,000,000.00	5,000,000.00	5,003,125.00	3,125.00
FHLB 0.375 11/5/2010	3133XVPA3	FHLB Bond	Regal	11/5/2009	0.375	5,000,000.00	5,000,000.00	5,003,125.00	3,125.00
FHLB 0.4 9/8/2010	3133XUSG9	FHLB Bond	Regal	9/8/2009	0.4	5,000,000.00	5,000,000.00	5,001,562.50	1,562.50
FHLB 0.5 10/20/2010	3133XV2A8	FHLB Bond	Regal	10/20/2009	0.5	5,000,000.00	5,000,000.00	5,003,125.00	3,125.00
FHLB 0.6 5/10/2011-10	3133XYBS3	FHLB Bond	Regal	5/10/2010	0.6	5,000,000.00	5,000,000.00	5,000,000.00	0
Lonestar LGIP	LONESTAR635	Local Government Investment Pool	None	7/30/2010	0.2207	8,001,192.35	8,001,192.35	8,001,192.35	0
T-Bill 0 4/7/2011	912795VD0	Treasury Bill	Regal	4/8/2010	0.45781	5,000,000.00	4,984,375.00	4,993,040.00	8,665.00
TexasTERM LGIP	TEXASDAILY6801	Local Government Investment Pool	None	7/30/2010	0.2312	20,943,203.21	20,943,203.21	20,943,203.21	0
TexasTERM LGIP	TEXASDAILY6803	Local Government Investment Pool	None	7/30/2010	0.2312	2,769,278.04	2,769,278.04	2,769,278.04	0
TEXPOOL LGIP	TEXPOOL0035	Local Government Investment Pool	None	7/30/2010	0.2259	11,149,353.57	11,149,353.57	11,149,353.57	0
TexStar LGIP	TEXSTAR1040	Local Government Investment Pool	None	7/30/2010	0.1992	24,161,831.41	24,161,831.41	24,161,831.41	0
Sub Total / Average					0.30858	112,024,858.58	112,009,233.58	112,032,131.08	22,897.50
Core Fund									
FAMCA Step 5/15/2012-10	31315PNL9	FAMC Bond	Rice Financial	5/17/2010	1.2748	5,000,000.00	5,000,000.00	5,001,290.00	1,290.00
FFCB 0.68 8/3/2011-10	31331JDD2	FFC Bond	Regal	2/3/2010	0.68	5,000,000.00	5,000,000.00	5,000,000.00	0
FFCB 1.2 3/1/2012-11	31331JFQ1	FFC Bond	Regal	3/1/2010	1.2	5,000,000.00	5,000,000.00	5,025,000.00	25,000.00
FFCB 1.23 4/5/2012-11	31331JJW4	FFC Bond	Regal	4/5/2010	1.23	5,000,000.00	5,000,000.00	5,029,687.50	29,687.50
FHLB 0.375 9/22/2011-10	3133XXFV4	FHLB Bond	Regal	3/22/2010	0.375	5,000,000.00	5,000,000.00	5,001,562.50	1,562.50
FHLB 0.4 1/4/2011	3133XW5M7	FHLB Bond	Mizuho	12/23/2009	0.44679	5,000,000.00	4,999,000.53	5,004,687.50	5,686.97
FHLB 0.4 12/28/2010-10	3133XVZC8	FHLB Bond	Coastal	12/22/2009	0.4	5,000,000.00	5,000,000.00	5,001,562.50	1,562.50
FHLB 0.4 12/28/2010-10	3133XVZC8	FHLB Bond	Mizuho	12/22/2009	0.4	5,000,000.00	5,000,000.00	5,001,562.50	1,562.50
FHLB 0.8 7/20/2012-11	3133703Z9	FHLB Bond	Regal	7/20/2010	0.8	5,000,000.00	5,000,000.00	5,003,125.00	3,125.00
FHLB 0.88 1/20/2011	3133XUBV4	FHLB Bond	Regal	8/5/2009	0.92079	5,000,000.00	4,999,042.50	5,012,500.00	13,457.50
FHLB 1 1/19/2012-11	3133XWVA1	FHLB Bond	Regal	4/19/2010	1	5,000,000.00	5,000,000.00	5,026,562.50	26,562.50
FHLB 1.02 2/16/2012-11	3133XWTD1	FHLB Bond	Regal	2/16/2010	1.02	5,000,000.00	5,000,000.00	5,017,187.50	17,187.50
FHLB 1.05 3/9/2012-11	3133XX6F9	FHLB Bond	Regal	3/9/2010	1.05	5,000,000.00	5,000,000.00	5,023,437.50	23,437.50
FHLB 1.2 2/2/2012-10	3133XWPV5	FHLB Bond	Regal	2/2/2010	1.2	5,000,000.00	5,000,000.00	5,000,000.00	0
FHLB 1.25 1/19/2012-11	3133XWHR3	FHLB Bond	Regal	1/19/2010	1.25	5,000,000.00	5,000,000.00	5,020,312.50	20,312.50
FHLB 1.25 5/25/2012-11	3133XYGB5	FHLB Bond	Regal	5/25/2010	1.25	5,000,000.00	5,000,000.00	5,031,250.00	31,250.00
FHLB Step 2/24/2012-10	3133XWU64	FHLB Bond	Regal	2/24/2010	1.36946	5,000,000.00	5,000,000.00	5,000,000.00	0
FHLB Step 5/17/2012-10	3133XYA21	FHLB Bond	Regal	5/17/2010	1.24767	5,000,000.00	5,000,000.00	5,001,562.50	1,562.50
FHLMC 0.75 9/15/2011-10	3128X9N89	FHLMC Bond	Rice Financial	3/15/2010	0.75	5,000,000.00	5,000,000.00	5,002,255.00	2,255.00
FHLMC 0.75 9/15/2011-10	3128X9N89	FHLMC Bond	Regal	3/15/2010	0.75	5,000,000.00	5,000,000.00	5,002,255.00	2,255.00
FHLMC 1.3 1/25/2012-11	3128X9TS9	FHLMC Bond	Regal	1/25/2010	1.3	5,000,000.00	5,000,000.00	5,020,660.00	20,660.00
FHLMC Step 3/30/2012-10	3128X9T59	FHLMC Bond	Regal	3/30/2010	1.4333	5,000,000.00	5,000,000.00	4,999,025.00	-975
FHLMC Step 5/4/2012-10	3134G1BN3	FHLMC Bond	Regal	5/4/2010	1.55597	5,000,000.00	5,000,000.00	5,001,430.00	1,430.00
FNMA 1 7/27/2012-10	31398AW65	FNMA Bond	Regal	7/27/2010	1	5,000,000.00	5,000,000.00	5,004,687.50	4,687.50
Sub Total / Average					0.99599	120,000,000.00	119,998,043.03	120,231,602.50	233,559.47
Special Fund									
TEXPOOL LGIP	TEXPOOL0036	Local Government Investment Pool	None	7/30/2010	0.2259	604,623.27	604,623.27	604,623.27	0
Sub Total / Average					0.2259	604,623.27	604,623.27	604,623.27	0
Total / Average					0.56532	316,711,687.15	316,694,058.60	316,957,124.65	263,066.05

Investment Type	
FHLMC	Federal Home Loan Mortgage Corporation
FNMA	Federal National Mortgage Association
FHLB	Federal Home Loan Bank
FFCB	Federal Farm Credit Banks Funding Corporation
FAMCA	Federal Agriculture Mortgage Corporation
T-Bill	United States Treasury Bill

F. COLLATERAL REQUIREMENTS

1. Background

- a. As security for the City's deposits, the Depository must pledge to the City securities equal to the largest total ledger balances the City maintains in the Depository, less the amount of coverage provided by the Federal Deposit Insurance Corporation.
- b. All funds deposited under the Depository Services Agreement must be continuously secured in accordance with applicable federal laws and regulations as well as the laws of the State of Texas, including but not limited to Subchapter C, Security for Funds Held by Depository of Chapter 105, Depositories for Municipal Funds, of the Texas Local Government Code, Chapter 2257, Public Funds Collateral Act, Government Code, and this RFA.

2. Qualification as Depository

The Depository will be required to, no later than five days before the commencement of the term of the Depository Services Agreement, pledge security for the funds to be deposited by the City at the Depository as provided in Subchapter C, Security for Funds Held by Depository of Chapter 105, Depositories for Municipal Funds of the Texas Local Government Code, Chapter 2257, Public Funds Collateral Act, Government Code, and this RFA.

3. Permissible security

Only the following types of securities are acceptable to the City to secure City deposits:

- (a) A treasury note of the United States or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- (b) An obligation of an agency of the United States, provided that (i) the market value can be readily established, and (ii) the obligation has been approved by an Authorized City Representative.

4. Custodian of Pledged Securities

The securities pledged by the Depository as collateral must be deposited with a branch of the Federal Reserve Bank, ("the Custodian"), in escrow in a safe-keeping account held in the name of the City. The custodian account must require the authorization of both the Depository and an Authorized City Representative to release pledged collateral. The Custodian, upon receipt of pledged securities, must promptly issue and deliver to the Authorized City Representative trust receipts for the securities pledged. The securities must be held by the Custodian and the Custodian may not transfer or deposit the securities in another institution.

5. Amount of Collateral

1. Securities pledged by the Depository to secure City funds on deposit identified with federal taxpayer identification number 74-6000574 must have a market value of at least eight million dollars (\$8,000,000) or as designated in writing by an Authorized City Representative. During the City's tax season, which occurs from October through March, the Depository must provide additional collateral as required by an Authorized City Representative.

2. Securities pledged by the Depository to secure City funds identified with federal taxpayer identification number 74-2442464 must have a market value of at least one million five hundred thousand dollars (\$1,500,000) or as designated in writing by an Authorized City Representative. The market value of a security is to be determined by an Authorized City Representative from a third party source (e.g. Primary dealer, Wall Street Journal) and is binding on the Depository.

6. Federally Insured Deposits

The Depository is not required to provide security for the deposit of City funds to the extent deposits are insured under 12 U.S.C.A., Sections 1811-1835a.

7. Additional Security

An Authorized City Representative may, by written order, require the Depository to pledge additional collateral at any time it is determined to be advisable. If, for any reason, the total City balance on deposit with the Depository exceeds the market value of pledged security, the Depository must immediately pledge additional securities to the City. Any additional security pledged must meet the requirements of this RFA and must be approved by an Authorized City Representative. Failure to pledge additional securities on the day the Depository is provided written notice constitutes grounds for City Council to select a new depository as required by law and terminate the Depository Services Agreement. On the same day that notice to pledge additional securities is received by the Depository, the Depository must execute and deliver a Supplemental Pledge Agreement in form acceptable to the City to evidence any additions of collateral pledged to secure the deposits of the City. The Supplemental Pledge Agreement must also be placed and continuously maintained in the official records of the Depository.

8. Substitution of Securities

The Depository may substitute one security for another provided that the security meets the requirements of this RFA and provided that an Authorized City Representative approves the substitution, in writing. Prior to such substitution, the Depository must execute and deliver a Supplemental Pledge Agreement in form acceptable to the City to evidence any substitutions of collateral pledged to secure the deposits of the City. The Supplemental Pledge Agreement must be placed and continuously maintained in the official records of the Depository.

9. Release of Security

If the securities pledged by the Depository exceed the amount required under this RFA, an Authorized City Representative may authorize the release of the excess. An Authorized City Representative must approve such release in writing.

10. Records and Audit

The Depository must maintain separate, accurate, and complete records relating to the deposit of public funds, the pledged investment securities, and all transactions relating to the pledged investment securities. The Custodian must maintain separate, accurate, and complete records regarding the pledged investment securities. All such records will be subject to any internal or external audit or regulatory examination of the Depository or Custodian, such audit or examination to ascertain whether the

records and pledged investment securities are in compliance with the Public Funds Collateral Act, Chapter 2257, Government Code.

11. Documentation to be Provided to City

The Depository and/or Custodian must provide documentation relating to the description of securities pledged as collateral, substitution of pledged securities, pledge of additional securities, and withdrawal of excess securities to the Authorized City Representative. A certificate as to the then market value of securities pledged as security hereunder must be provided to the Authorized City Representative at least monthly.

12. Collateral Provision of Financial Institution Reform, Recovery and Enforcement Act (FIRREA)

The Depository must provide certification that the Depository has complied with all requirements of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) and FDIC policies which may apply to the City's security interests in the pledged collateral and must specify the officers of the Depository who are authorized to sign agreements with the City. Prior to the initial pledge of securities under the Depository Services Agreement, the City will require that the Depository: (a) execute a Security Agreement - Pledge and ancillary agreements necessary to effect the pledge of securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement - Pledge, and the authorization of the Board of Directors and/or the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.

G. SERVICE FEE REQUIREMENTS

1. The City desires an equitable reimbursement arrangement for the depository services provided. A direct fee basis for services provided by the Depository with an offsetting earnings credit for available balances is the method required by the City. This process requires the monthly calculation of a net depository service cost. The Depository will calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis statement. The net of total service costs and total earnings credits equals net banking service costs for the month. Earnings credit must be given to the City for all account balances grouped together and not for single account balances.
2. A written invoice evidencing the fees for services must be provided to the City at the end of each month for each account. This invoice must also contain a section summarizing the fees for services for all accounts. The City will have five working days to confirm the services performed prior to authorization of the debit advice(s). The Depository will not debit a City depository account for service fees until the Depository and the City agree that the fees are correct. Fees will be allocated among accounts as designated by an Authorized City Representative. For a listing of the

current Authorized City Representatives, see Exhibit A to the Depository Services Agreement attached hereto.

H. OTHER REQUIREMENTS

1. The Depository must notify the City in writing within ten (10) days of any changes in federal or state regulations or laws that would thereafter affect the Depository Services Agreement. The Depository must also notify the City of any services, which become available to the City throughout the Agreement period.
2. The Depository's records relating to the City's accounts must be open to review by either City staff members or City-appointed independent auditors during normal business hours.
3. The successful Depository must provide to the City each quarterly CALL report (Schedule RC only) as well as any public information concerning changes in the ownership, management or financial position of the Depository or its parent company.
4. To the extent that the Depository Services Agreement is not governed by applicable federal laws and regulations, the Depository Services Agreement will be governed by and construed in accordance with laws of the State of Texas. Any suit brought in connection with the Depository Services Agreement must be tried in Nueces County, Texas.
5. Until deposits are credited to the City as evidenced by validation of duplicate deposit slips, the relationship between the City and the Depository as to all contents must be that of Bailor and Bailee. The Depository will be responsible and liable to the City for that same degree of care required under the laws of Texas for Bailees having custody of property of other persons.
6. The Depository must be a participating bank in the Southwestern Automated Clearing House Association to be able to deliver debit and credit payments.
7. The Depository must assign one of its officers employed by the Depository in Corpus Christi to coordinate the depository relationship established under the Depository Services Agreement. The depository officer is responsible for responding to questions from an Authorized City Representative concerning the performance of depository services. The City may require a review meeting with the depository officer at least once every month to evaluate the working relationship between the City and the Depository and to address any problems.
8. The City will provide the Depository with a Corporate Resolution at the commencement of the contract term. Thereafter, the Depository will not require additional corporate resolutions when an Authorized City Representative opens a new account.
9. Lockbox services. The Depository must provide lockbox services to process customer payments. This includes sorting and reading customer checks and payment coupons as well as creating an image electronically of the paper items. Additionally,

the City requires the lockbox contractor to send an updated file of all payments received on accounts by 7:00 a.m. CT for review and validation of payment.

10. The City electronically transmits data to the Depository regarding those City utility customers who have previously authorized the City to automatically debit their demand deposit accounts for City utility bills. The Depository must be able to provide this direct debit service.

3.3 Technical Solution

- A. The City expects the best availability of funds provided to the Depository's institutional clients. Please attach the depository's availability schedule and an explanation of funds credit. The City recognizes that only collected funds may be used as available balances for investment purposes. List any ways the City could periodically improve availability of funds. List all time deadlines clearly.
- B. At a minimum, the City requires that the Depository accept City deposits for ledger credit until 3:00 p.m. CT each business day. List the cut-off time for accepting deposits for same-day credit.
- C. Please describe your depository's ability to sufficiently and continuously collateralize City deposits. Enumerate the types of securities, which you propose to pledge. Describe reporting methods and steps, if any, which would be employed to detect deficiencies in collateral position.
- D. Please describe your securities clearance and safekeeping procedures. Please explain the method your depository uses to calculate safekeeping and securities clearance fees.
- E. Please provide a detailed explanation of the depository's policy and methodology used in the setting of the earnings credit rate. Provide a schedule of the earnings credit rates offered by the depository since January 1, 2010.
- F. Does the depository offer a fixed rate of interest if the City agrees to maintain a specified collected balance? If so, please provide the appropriate information.
- G. List minimum ledger and collected balances required to earn interest.
- H. List the interest rates currently paid on interest bearing accounts.
- I. What back-up arrangements for check processing exist in case of system failures?
- J. What is your contingency plan in case of a natural disaster? What provisions will be made for the City to continue operations after a disaster occurs (i.e., utilization of other branches in other cities, etc.)?
- K. In order to fund check presentments and manage the City's depository accounts and investments, controlled disbursement services are required. Please describe the controlled disbursement services available. Where are the disbursing

depositories located? How much time delay should the City expect in utilizing this service?

- L. In order to fund check presentments and manage the City's depository accounts and investments, check presentment totals must be made known to the City no later than 11:15 a.m. CT. Notification after this time may result in the City not being able to adequately fund checks. If an overdraft occurs due to a late notification by the depository, the City will not be charged any overdraft charges. How many times has the depository missed notification deadlines and by how much within the one-year period ending December 31, 2009?
- M. Please describe the Account Reconciliation Service offered by the depository and attach a sample reconciliation statement and provide information on positive pay.
- N. Does the depository have an established maximum dollar value limit, which may not be exceeded by an individual check or wire transfer? Are there any other restrictions regarding individual checking amounts?
- O. The City requires that its Depository offer automated stop payment service. At a minimum, stop payments must remain in effect for at least six (6) months. How long are stop payment orders effective? When does the stop payment order take effect?
- P. Direct deposit of payroll is a service the City offers its employees. Approximately 3,218 employees or 99% are set up for automated payroll deposit. The City will require that the payroll transfers occur electronically, directly to the employee's depository account. Please provide cut-off times and other appropriate information.
- Q. Provide a sample depository statement for a demand deposit account.
- R. Provide a sample partial account reconciliation statement.
- S. Provide an availability of funds schedule with a clear explanation of deadlines.
- T. Provide a sample monthly pledged collateral report.
- U. Provide an explanation of basis for money market rates.
- V. Provide a copy of your organization's most recent annual financial statement.
- W. Please describe the process by which service problems are to be resolved. What person or organizational unit is available for complaint or problem resolution?
- X. The City of Corpus Christi frequently initiates time sensitive wire transfers which must be received by the beneficiary by a certain time of day, such as 10:00 a.m. CT. Please describe the depository's daylight overdraft policy with respect to such transfers where the funding for the transfer has not yet been

credited. What is the depository's internal review and approval process for releasing such transfers?

- Y. Describe any other cash management or depository services that could be offered to the City. List all charges, which would apply.
- Z. The City requires that the Depository have a successful history of providing electronic cash management services. What electronic cash management services are currently provided? How long has the depository provided each of these services?
- AA. Please specify days on which the disbursement depository would be closed or would not receive cash letters.
- BB. Describe CD-ROM or other media resources available to replace original canceled checks.
- CC. The City electronically transmits data via computer terminal to the Depository regarding those City utility customers who have previously authorized the City to automatically debit their demand deposit accounts for City utility bills. Please state the procedure for this service and list appropriate cut-off times, which will apply.
- DD. The City currently accepts credit/debit card payments in designated departments of the City which facilitate citizens' payment of court fines or other fees. Please list all charges and state what arrangement the Depository can make with the City to help cut costs for this service. Attach any relevant information about equipment, availability of funds, and any supplies needed.
- EE. The City currently uses a lockbox to process approximately 33,000 payments per month. Please list all charges associated with processing payments through a lockbox arrangement.
- FF. What type of services do you currently have in place to keep clients updated on new products and changes in banking legislation?
- GG. What is the physical location of the lockbox that will service the City's account?
- HH. What is the latest daily pick up time to retrieve utility payments from the lockbox as designated by the Applicant in Section 3.3, GG of this RFA?
- II. The City's payment terms are net 30 days from the date the City is in receipt of a valid invoice. Alternate terms that may enhance your application are encouraged. Please be specific.
- JJ. Do you accept credit cards as a form of payment for invoices remitted to the City? If so, which credit cards? If you proposed more favorable terms than the City's standard of net 30 days (see previous question), do those more favorable terms apply if City pays by credit card?

KK. If another local governmental entity operating within the City limits of Corpus Christi, TX wishes to obtain the same service at the same price enumerated in Applicant's application, will the Applicant honor the specifics of Applicant's application, including price? Any such arrangement will be between the other local governmental entity and the Applicant (this question is for information only; it will not be factored into the evaluation of your application).

3.4 Applicant's Profile and Qualifications

- A. Official legal name, manner in which your organization is organized (e.g. sole proprietor, partnership, corporation, etc.) and a brief history of your organization including the date established.
- B. Detail the key personnel in your local office. State the location of the office from which the work is to be done and the key personnel in that office. Provide resumes for all key personnel listed.
- C. List the hours of operation and locations of all branches of the Depository located within the city limits of Corpus Christi, Texas.
- D. Provide the location of all branches of the Depository, which can serve as the City's night depository facility.
- E. In the last five years, has the City terminated any agreement with your organization, either for or not for cause, breach or default?
- F. Has the Depository or its parent company had any problems noted by regulatory agencies in the past 24 months? If "yes", please explain.
- G. Is your organization currently involved in litigation with the City or, in the last five years, has your organization been involved in litigation with the City? If so, please provide cause numbers, dates and final disposition of each.
- H. What is the address, city and state where your organization is headquartered?

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I. The City requires a Depository that is fiscally strong. Thus each depository institution applying to become the City's Depository must complete the following Depository Credit Evaluation Form relative to your organization:

DEPOSITORY CREDIT EVALUATION FORM

ASSET QUALITY RATIOS	YEAR ENDING 2009	YEAR-TO-DATE 2010
Equity to asset ratio	_____	_____
Reserves as % of total loans	_____	_____
Non-performing loans to total loans	_____	_____
Current loan loss to total loss	_____	_____
Loan loss reserves to total loans	_____	_____
CAPITAL ADEQUACY INDICATORS		
Total capital and surplus	_____	_____
Capital to loans	_____	_____
Capital to total assets	_____	_____
PROFITABILITY INDICATORS		
Return on Assets	_____	_____
Return on Equity	_____	_____
Net Interest Margin	_____	_____
LIQUIDITY RATIOS		
Loans to Deposits	_____	_____
Gross loans to total assets	_____	_____
Problem loans to primary capital	_____	_____
Liquid assets to total assets	_____	_____

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- J. Describe the qualifications, services or other information unique to your company for the delivery of services requested.
- K. Using the format outlined below, the Applicant should provide five current GOVERNMENTAL Client references in Corpus Christi, Texas (organizations to which you have provided services for at least one year) and three former GOVERNMENTAL client references in Corpus Christi, Texas. References should be relative to the Applicant's office that will provide DEPOSITORY SERVICES services to the City. This information will be used to determine the extent to which the Applicant is able to provide DEPOSITORY SERVICES services to an entity the size of the City of Corpus Christi as well as the level of customer service exhibited by the Applicant.

CURRENT GOVERNMENTAL Client Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

CURRENT GOVERNMENTAL Client Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

CURRENT GOVERNMENTAL Client Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

CURRENT GOVERNMENTAL Client Reference 4

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

CURRENT GOVERNMENTAL Client Reference 5

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

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FORMER GOVERNMENTAL Client Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	Reason for termination:

FORMER GOVERNMENTAL Client Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	Reason for termination:

FORMER GOVERNMENTAL Client Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	Reason for termination:

FORMER GOVERNMENTAL Client Reference 4

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	Reason for termination:

FORMER GOVERNMENTAL Client Reference 5

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	Reason for termination:

3.5 Local Presence

Does your organization have a local presence in the city limits of Corpus Christi, Texas. Please explain and provide address.

3.6 Fee Schedule

- A. The following Monthly Pricing Summary Form must be completed. **Prices must be guaranteed for the initial term of the Depository Services Agreement as well as any option years. Submission of an Incomplete Monthly Pricing Summary Form shall be grounds for rejection of the entire Application.**

MONTHLY PRICING SUMMARY FORM

<u>GENERAL ACCOUNT SERVICES</u>	<u>VOLUME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
ACCOUNT MAINTENANCE	14		
ACCOUNT MAINTENANCE – 2	1		
DEBITS POSTED	5277		
CREDITS POSTED	2247		
ZERO BALANCE ACCTNG TRANSFERS	97		

<u>GENERAL ACCOUNT SERVICES</u>	<u>VOLUME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
MONTHLY ZBA FEE	4		
STATEMENTS RENDERED	18		
SPECIAL SIGNATURE REQ-BASE FEE	12		
SPECIAL SIGNATURE REQ-ITEMS	1751		
REMOTE CAPTURE MONTHLY	4		
TOTAL GENERAL ACCOUNT SERVICES			0.00
<u>LOCKBOX SERVICES</u>			
RETAIL MONTHLY MAINTENANCE	1		
WHOLESALE CASH PROCESSING	2		
RETAIL ITEM	30604		
DATA TRANSMISSION	1		
RETAIL CD-ROM-MONTHLY	1		
RETAIL CD IMAGE – CHECK	33326		
RETAIL CD IMAGE – COUPON	30604		
RETAIL IMAGE DELIVERY – INTERNET	1		
BRANCH DELIVERY	1		
RETAIL UNPROCESSABLE	138		
LOCKBOX CREDITS	44		
RETAIL CHCK ONLY	2722		
TOTAL LOCKBOX SERVICES			0.00
<u>DEPOSITORY SERVICES</u>			
REMOTE CAPTURE – ON US ITEMS	815		
REMOTE CAPTURE – LOCAL RCPC ITEMS	363		
REMOTE CAPTURE – OTH 11 TH FED CITY	9		
REMOTE CAPTURE – TRANSIT CLEARING	2169		
REMOTE CAPTURE – 11 TH FED COUNTRY	1		
REMOTE CAPTURE – OTH 11 TH FED COUNTRY	12		
REMOTE CAPTURE – LOCAL CITY ITEMS	412		
REMOTE CAPTURE – LOC STATEWIDE	8960		
REMOTE CAPTURE – IMPAGE CAPTURE	12741		
REMOTE DEPOST CAPTURE – CREDITS	126		
PARTIAL BAG OF LOOSE COINS	101		
CASH DEP PROC CASH AMT FLAT	1560		
CASH DEP PROC CASH AMT PER 1000	2843		
ROLLED COIN FURNISHED – COM	265		
MINIMUM CHANGE ORDER	6		
STRAP CURRENCY FURNISHED – COM	26		
CASH DEP PROCESSING FEE I	1429		
CASH DEP PROCESSING FEE III	28294		
CASH DEP PROCESSING FEE II	10195		
DEPOSIT PROCESSING SUPPLIES			
ON US ITEMS	5495		
LOCAL RCPC ITEMS	1825		
TRANSIT CLEARING	9926		
LOCAL STATEWIDE CLEARING	22988		
11 TH FED COUNTRY ITEMS	7		
OTHER 11 TH FED CITY ITEMS	33		
OTHER 11 TH FED RCPC ITEMS	89		
RETURN ITEMS	143		
DEPOSIT CORRECTIONS	9		
LOCAL CITY ITEMS	457		

<u>GENERAL ACCOUNT SERVICES</u>	<u>VOLUME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
TOTAL DEPOSITORY SERVICES			0.00
<u>PAPER DISBURSEMENT SERVICES</u>			
CONTROLLED DISB ACITIVITY	88		
POSITIVE PAY PAID REJECT ITEMS	15		
POSITIVE PAY POSTED CHECKS	3929		
ONLINE STOP PAYMENT	2		
POSITIVE PAY REJECTED ITEMS	11		
CASH MANAGER IMAGES	73		
CD ROM SERVICE – PER ITEMS	5495		
CD ROM SERVICE – PER DISK	4		
MONTHLY CONTROLLED	4		
TOTAL PAPER DISBURSEMENT SERVICES			0.00
<u>DISBURSEMENT RECONCILIATION</u>			
FULL CHECK RECO	1496		
ACCOUNT RECONCILIATION	1		
TOTAL DISBURSEMENT RECONCILIATION			0.00
<u>GENERAL ACH SERVICES</u>			
ACH ORIGINATION – ITEM	10744		
ACH MONTHLY FEE	1		
ACH ADDENDUM RECORD IN/OUT	977		
ACH INCOMING DEBITS	67		
ACH INCOMING CREDITS	594		
ACH RETURN ITEM	26		
TOTAL GENERAL ACH SERVICES			0.00
<u>WIRE AND OTHER FUNDS TRANSFERS</u>			
ONLINE WIRE OUT NON-REP	39		
BOOK TRANSFER NON-REPETITIVE	22		
INCOMING FED WIRES	21		
WIRE ADVICES MAILED	13		
TOTAL WIRE AND OTHER FUNDS TRANSFERS			0.00
<u>INFORMATION SERVICES</u>			
PREVIOUS DAY REPORTING MODULE	1		
INTRA DAY REPORT	11		
PREVIOUS DAY REPORTING	18		
PREVIOUS DAY RPTING DETAIL ITEMS	8354		
TOTAL INFORMATION SERVICES			0.00
<u>INVESTMENT/CUSTODY SERVICES</u>			
CUSTODY – FIXED INCOME RECEIPTS	51		
CUSTODY ASSETS PER \$10M BE	26000		
CLEARANCE – CALLED BONDS	6		
CUSTODY – MONTHLY MAINTENANCE	1		
CUSTODY – INTEREST PAYMENTS	9		
CLEARANCE – FED NON-ABS/MBS	11		
TOTAL INVESTMENT/CUSTODY SERVICES			0.00
TOTAL ACTIVITY CHARGES			0.00

- B. Provide fees and explain how you calculate charges for the collateral provided by the Depository.

Section 4.0

Application Format and Organization

This section provides specific instructions on format and organization of the application to be submitted by the Applicant. Each Applicant may submit only one application in a totally self-supporting format without reference to any other application(s).

4.1 General Instructions

- A. To provide for ease and uniformity and to aid in the evaluation of applications, Applicants shall comply with the sequence outlined herein. **IN NUMBERING APPLICATIONS, THE APPLICANT SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH QUESTION IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the application. The application shall be completed in sections, which are described below. For ease in handling, Applicants shall submit the Application on 8.5" x 11" paper (larger paper is permissible for charts, maps or spreadsheets) and place the application in binders with tabs delineating each section.
- B. Applicants should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s) resulting herefrom. The City discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the City. This information may be submitted under separate cover from the application.
- C. The Applicant shall provide one original and seven (7) identical bound copies of their application to the location specified in Section 1.2 on or before the closing date and time for receipt of applications. **Applications transmitted orally, telephonically, electronically or via facsimile shall not be considered.**
- D. **Applicant shall submit its application, in Microsoft Word format, on one compact disc or flash drive (thumb drive).**

Please refer to the following web page for an electronic version of the RFA:
http://www.cctexas.com/purchasing/admin/webrpt_bidscurrent.cfm

4.2 Application Format

- A. This section outlines the minimum requirements for preparation and presentation of an application.
- B. **The Applicant shall define the capabilities of their organization to supply and maintain the services as requested in this RFA. The response should be specified and complete in every detail and prepared in a simple and straightforward manner.**
- C. Applicants are expected to examine the entire RFA including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Applicant's risk. Applicants should provide their best pricing for each type of service.

4.3 Transmittal Letter

The transmittal letter shall indicate the intention of the Applicant to adhere to the provisions described in the RFA without modification. The letter of transmittal **SHALL:**

1. Be presented on company letterhead;
2. Identify the submitting organization;
3. Acknowledge receipt of any addenda to this RFA;
4. Reference the City of Corpus Christi's Minority Business Enterprise Information Form and Disclosure of Interest Form which have been completed and follow the transmittal letter; and,
5. Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually.

4.4 Service Agreement

The Applicant shall **include the completed, signed and dated Service Agreement** immediately after the Disclosure of Interest Form and before the application.

4.5 Table of Contents

A table of contents listing titles, sections and major sub-sections shall follow the Disclosure of Interest form referenced above. All pages shall have a unique identifier and be numbered sequentially within each section.

Section 5.0 Application Evaluation

The City of Corpus Christi will conduct a comprehensive, fair and impartial evaluation of all applications received in response to this RFA. Each application will first be analyzed to determine overall responsiveness and completeness as defined in Section 4 Application Format and Organization, and Section 5.2 Evaluation Criteria.

Failure to comply with the instructions or submission of an application that does not satisfy Sections 4 and 5.2 may result in the application being deemed non-responsive and may, at the discretion of the Committee, as defined in Section 5.1 below, result in the application being eliminated from further consideration.

5.1 Evaluation Committee

An Evaluation Committee (“**Committee**”) will be established to assist the City in the selection of a qualified Applicant. The Committee is comprised of representatives from various using departments. The Committee will determine the responsiveness and acceptability of each application. The Committee will then engage in a detailed review of each application to evaluate the response in relation to the four (4) major evaluation factors identified in Section 5.2.

5.2 Evaluation Criteria

A. The application evaluation and selection process will be based on the following criteria: 1) Technical Solution, 2) Applicant’s Profile & Qualifications, 3) Local Presence, 4) Fees and 5) Exceptions. The final weight assigned to each of these parameters will be determined by the Evaluation Committee and will be within the ranges for each criterion as indicated below. Some of the criteria contained within this model may look similar to the following Proposed Evaluation Model. **Each Applicant shall provide detailed responses including reference to any existing “in-house” procedures, policies, etc. as they reference all requirements of this RFA. In determining “Best Value”, the Evaluation Committee will evaluate the entire application, including, but not limited to, the criteria enumerated Sections 3.3, 3.4, 3.5 and 3.6 of this RFA and any exceptions taken.**

Technical Solution (Section 3.3)	Applicant’s Profile & Qualifications (Section 3.4)	Local Presence (Section 3.5)	Fee Schedule (Section 3.6)	Exceptions (Exceptions Form)	Total
10-20%	15-25 %	0-5%	40-50%	5-10%	100%

B. The Evaluation Committee shall determine the final percentage assigned to each proposed evaluation criterion. In no case shall the percentage assigned to each criterion be smaller or greater than the stated minimum or maximum, respectively. The sum of the final percentages for all criteria shall equal 100%.

C. The Applicant’s failure to provide information relative to the above criteria may result in the City deeming such application non-responsive and may, at the discretion of the Committee, as defined in the paragraphs above, result in elimination of said application from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the applications as may be necessary to make an informed decision.

EXCEPTIONS

Applicant: _____

Document Exceptions

Applicant shall clearly state the exception and the reason for taking exception. Applicant shall describe each item and state clearly any price consequences.

Important Note: The Applicant **must** complete this form. If the Applicant has no objection or exception, the Applicant should indicate “**NONE**” on this page. This completed form must be included with each copy of the application submitted.

Applicant's Authorized Signature: _____

Name of Applicant's Authorized Representative: _____
(Print)

Telephone Number (_ _ _) _ _ _ - _ _ _ _ Date: ____/____/____

**CITY OF CORPUS CHRISTI
DEPOSITORY SERVICES AGREEMENT**

Whereas, the City of Corpus Christi (“City”) requested and received applications for the provision of depository services for City funds from depositories doing business within the city limits of Corpus Christi, Texas;

Whereas, the City Council considered and reviewed the specifications of each application received and determined which application was the most advantageous for the City;

Whereas, on, the City Council in Motion _____ designated _____ (“Depository”) to be the depository for City funds and authorized the City Manager to execute this depository services agreement (“Agreement”) with Depository;

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, including representations, warranties, and covenants, the City and Depository agree as follows:

**ARTICLE 1
Definitions**

For purposes of implementing this Agreement, the terms listed below will have the following meanings:

"Authorized City Representative": the City Manager or other persons designated to perform duties in accordance with this Agreement. The present Authorized City Representatives are specified in Exhibit E.

"Account Transfers": written, electronic (wire/ACH), telephonic, telegraphic or oral requests or orders issued by an Authorized City Representative for the transfer of City funds on deposit from City accounts maintained at the Depository for credit to accounts designated by the Authorized City Representative.

"Deposits": include demand and time deposits. The City may withdraw demand deposits on demand. Time deposits are subject to a contract under which the City may not withdraw funds by check or other means until the expiration of a certain period following written notice.

"City Funds": all accounts held by the Depository for the City.

"Total City Balance": the sum of all ledger balances of all City accounts held by Depository.

"Depository Services": all services required according to this Agreement

"Other Financial Services": all services necessary in the administration, collection, investment, and transfer of city funds.

**ARTICLE 2
Provision of Depository Services**

2.01 Depository Services and Fees. The Depository hereby agrees to provide depository and other services described in this Agreement for the City funds deposited at the Depository. The City agrees to pay a net monthly service fee to Depository, which will be calculated as described herein.

2.02 Guaranteed Service Fees. All service fees listed in Applicant's response to Section 3.6, Fees, of the Request for Applications, are guaranteed for the entire term and any option year of the Agreement. The service fees will be used in calculating the net monthly service fee.

2.03 Calculation of Net Monthly Service Fee. A written invoice evidencing the services performed for the City by the Depository must be mailed to the City at the end of each month for each account. This invoice must also contain a section summarizing the services provided and the fees for services for all accounts. The City will have five working days to confirm the services performed. After the City has confirmed the services performed by the Depository, the City agrees to pay a monthly net service fee for the services provided by Depository. The monthly net service fee is to be calculated as follows:

The Depository will calculate total earnings credit for all City account balances grouped together and not for single account balances. The Depository will calculate the total monthly service fees for all accounts. If the total service fees are greater than the total earnings credits, then the difference between the two will be the net depository service fee for the month.

2.04 Payment of Net Monthly Service Fee. The Depository will not debit a City depository account for the net monthly service fee until the Depository and the City agree that the net monthly depository service fee is correct. The net monthly service fee will be allocated among accounts as designated by an Authorized City Representative.

2.05 Representations of Depository.

The Depository shall:

- (a) keep the City funds covered by this Agreement;
- (b) faithfully perform all duties and obligations imposed on the Depository by law and under this Agreement;
- (c) pay on presentation all checks drawn and properly payable on a demand deposit account with the Depository;
- (d) pay all transfers properly payable as directed by an Authorized City Representative;
- (e) provide and maintain security at the level required by the provisions of Chapter 2257, Government Code and this Agreement; and
- (f) account for the City funds as required by law.

2.06 Electronic Cash Management Services. The Depository must provide electronic cash management services. Using Internet access, the City through an Authorized City Representative must be able to access and transmit a variety of balance and transaction information as required in this Depository Services Agreement. Any necessary software to perform these services, including but not limited to, stop payments, wire transfers, account balance and transaction information, and transmission of Automated Clearing House ("ACH") debit or credit transactions, shall be made available by the Depository, at no charge to the City.

2.07 Deposits. The Depository shall accept all deposits made by the City during the term of the Depository Services Agreement. The Depository shall accept City deposits for ledger credit until 3:00 p.m. Central Time (CT) each business day. The City reserves the right to exclude deposits made on behalf of the Corpus Christi Fire Fighters' Retirement System and any other special funds which are controlled by entities separate and apart from the City.

2.08 Items Deposited. All payments made directly to the City by customers will be sent to the bank unencoded.

2.09 Automated Information Reporting. Using Internet access, the City must be able to access, for each City account, the previous day's ending ledger balance, collected balance, float, and debit/credit detail by 8:00 a.m. CT daily. By this same deadline, this information shall be combined to reflect totals for all City accounts taken together.

2.10 Items Processing Service. The Depository shall provide the following processing services for all items of checks and cash deposited by the City, including, but no limited to: encoding services, credit and debit advices given to the City within three business days of the debit or credit, clearing returned items, and return of stamped duplicate deposit slips to the City within one business day of deposit.

The City intends to deposit all revenues directly to the Depository by courier. The deposits will be made in batches with a tape to be provided for each batch. If the Depository Item Processing Department discovers an error in the deposit, then the Depository shall prepare a credit or debit advice and mail it to the City immediately after the account has been adjusted. The Depository shall also mail the appropriate documentation attached to the debit or credit advice to justify the correction. Appropriate documentation is considered to be a copy of the City's tape with the item in question marked and a copy of the check in question.

2.11 Check Sorting Requirements. Any account that has more than **400** checks shall be fine-sorted in numerical order by the Depository.

2.12 Insufficient Funds (NSF)/Returned Items. A complete description shall be provided on all NSF/returned items deposited into City accounts. The description shall include the Payor's name, applicable City department, and reason for return. All NSF/returned items shall be charged back to the account to which the items were deposited provided that the City department is identified by endorsement stamp or other readily identifiable means on the item. The Depository will send the NSF/returned items to the City department or other business designated by an Authorized City Representative.

2.13 Stop payments. Stop payments shall remain in effect for at least six (6) months. By using Internet access, the City through an Authorized City Representative shall be able to initiate stop payments. Placement of stop payments through the Internet does not require follow-up written authorization.

2.14 Automatic payroll deposit services. Using Internet access, the City through an Authorized City Representative will electronically transmit City employee payroll data to the Depository. The Depository will receive the data and prepare an Automated Clearing House ("ACH") debit. The Depository payroll account will be debited no sooner than the date of payroll. Exhibit A contains the 2010 Payroll Calendar. Procedures for processing the ACH debit are set out herein.

2.15 General Wire Transfer Services. Using Internet access, the City shall be able to initiate general wire transfer services including initiation of repetitive and non-repetitive wire transfers. Wire advices should be mailed within three days of wire debit or credit.

The Depository shall act upon all electronic, written or verbal transfer requests within one hour from the time received from an Authorized City Representative, and use any means for the transmission of the funds the Depository may consider suitable up until **3:30 p.m. CT.**

The Depository shall record all telephonic instructions from the City received by the Depository's wire transfer department and retain the recordings for sixty-one (61) days (the period for City notification of discrepancies) following such requests.

In the event there is a loss of interest or use of funds as result of a Depository error for failure to execute a transfer request on the date received, or such other error within the Depository's control, compensation for loss shall be corrected by adjusting the aggregate ledger and collected balances of the City accounts to reflect properly the average balances of the amounts that would have resulted had no error occurred.

2.16 Account Reconciliation Services. All depository statements and paid items shall be on a monthly cycle and shall be cutoff on the last calendar day of the month. The City will pick up all Depository statements via electronic format (such as a compact disk – CD) no later than the **fifth** working day following the assigned cut-off date. The Depository may not mail the CD unless an Authorized City Representative approves such mailing.

If a statement for a City depository account is not cut off as specified in this Agreement, the Depository shall reimburse the City for the costs incurred to reconcile the statement, including City employee overtime costs.

The Depository will provide the City access to cleared checks via the Internet.

2.17 Depository Reconcilements. Automated depository reconcilements with Internet access are required for the Vouchers Payable and Payroll accounts and other accounts as required by an Authorized City Representative as transaction volume increases. By using the Internet, the City will electronically transmit reconcilement data to the Depository. Reconcilements shall be available for pick up by the City by the **ninth** working day following the date the data was transmitted to the Depository. "Add/delete" adjustment forms will be provided by the Depository. The Depository will transmit reconcilement information to the administrators of the City's health care and worker's compensation accounts and others as designated by the City.

2.18 Checking with Interest Accounts. If designated by an Authorized City Representative, a demand deposit account will be set up as interest bearing and interest will be paid monthly. Interest rates will be those set for public fund interest bearing accounts.

2.19 Controlled Disbursement Service. Specific accounts as designated by an Authorized City Representative will be controlled disbursement accounts. By 11:15 a.m. CT each day, the City shall be able to access same day information concerning controlled disbursement clearings using the internet.

2.20 Zero-Balance Accounts . Specific accounts as designated by an Authorized City Representative will be zero-balance checking accounts for ease in reconciling and record keeping.

2.21 Check Cashing. Depository shall pay on presentation all checks drawn and properly payable on a City demand deposit account at no charge to the payee or to the City.

2.22 Deposit Locations. The City will have the option to make Deposits at the Depository's main Corpus Christi office or at any of Depository's Corpus Christi branches. A deposit ticket will be presented to the Depository with each deposit. The Depository will route specified deposit ticket copies to the City on a daily basis.

2.23 Night Depository. The City will utilize the night depository facilities of the Depository for safekeeping purposes. The City will use special tamper-evident deposit bags in making deposits through the

night depository facility. Each bag placed in the night depository facility will contain only currency, coin, and checks. The Depository will be responsible for safekeeping these bags until the City (or its agent) collects them on the next City business day at 8:00 a.m. CT. The Depository will record the bags on a form prescribed by the City and will verify the list when the City (or its agent) collects the deposit bags. If it appears that a bag has been tampered with, the Depository shall telephone an Authorized City Representative before transferring the bag. The Depository will verify the list with the City when the City collects the deposit bags.

2.24 Overdrafts. The City does not intend to have an overdraft position on any of its depository accounts throughout the course of the depository services contract. If a check or checks are presented for payment on any City account where there exist insufficient funds available for payment, the Depository agrees to pay said checks and promptly notify the Finance Director or Authorized City Representative of the existence of the overdraft situation. The City agrees to cover the overdraft within one business day. The Depository will view all City accounts together for purposes of any charges on overdrawn collected balances.

2.25 Authority of Authorized City Representative. An Authorized City Representative may request depository services as required to implement this Agreement. An Authorized City Representative may open a depository account. The Depository shall not require corporate resolutions or other documents to establish depository accounts at the request of an Authorized City Representative.

2.26 Investment Services. The City reserves the right to exclude from the terms of this Agreement, investment in certificates of deposits, government securities, fully collateralized repurchase agreements or similar instruments authorized by law.

2.27 Account Executive Service. The Depository agrees to assign one of its officers employed by the Depository in Corpus Christi, Texas to coordinate the depository relationship established under this Agreement. The assigned officer is responsible for responding to questions from an Authorized City Representative. The assigned officer shall perform necessary research to promptly respond to questions or concerns of the City regarding its accounts. The assigned officer of the Depository shall meet with the City at least once a month to evaluate the working relationship between the City and the Depository and to address any problems.

2.28 Reports. The Depository will provide quarterly reports of income/condition (required by the FDIC) by the 15th day following the reporting deadline for each calendar quarter.

2.29 Direct Debit of Utility Customers. The City shall electronically transmit data to the Depository regarding those City utility customers who have previously authorized the City to directly debit their demand deposit accounts for City utility bills. Upon request by the City, the Depository shall provide this pre-authorized direct debit service. The Depository will receive the data and prepare an ACH debit in accordance with the operating rules of the South Western Automated Clearing House Association and the operating rules of the National Automated Clearing House Association and as provided herein.

ARTICLE 3 **Security for Deposits**

3.01 Background. As security for the deposits of the City, the Depository shall pledge to the City securities equal to the largest total ledger balances the City maintains in the Depository, less the amount of coverage provided by the Federal Deposit Insurance Corporation.

All funds deposited under the Depository Services Agreement shall be continuously secured in accordance with applicable federal laws and regulations as well as the laws of the State of Texas, including, but not limited to: the Public Funds Collateral Act, Vernon's Texas Government Code Section 2257.001 et. seq. and Subchapter C Security for Funds Held by Depository of Vernon's Texas Local Government Code.

3.02 Qualification as Depository. The Depository shall, no later than five days before the commencement of the term of this Depository Services Agreement, pledge security for the funds to be deposited by the City at the Depository as provided by Subchapter C, Security for Funds Held by Depository of Chapter 105, Depositories for Municipal Funds of the Texas Local Government Code, Chapter 2257, Public Funds Collateral Act, Government Code, and this Depository Services Agreement.

3.03 Collateral Provision of Financial Institution Reform, Recovery and Enforcement Act (FIRREA). The Depository shall provide certification that the Depository has complied with all requirements of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) and FDIC policies which may apply to the City's security interests in the pledged collateral and shall specify the officers of the Depository who are authorized to sign agreements with the City. Prior to the initial pledge of securities under the Depository Services Agreement, the Depository shall: (a) execute a Security Agreement - Pledge and ancillary agreements necessary to effect the pledge of securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement - Pledge, and the authorization of the Board of Directors and the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.

3.04 Permissible Security. Only the following types of securities are acceptable to the City to secure City deposits:

- (1) a treasury note of the United States or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- (2) an obligation of an agency of the United States, provided that: (i) the market value can be readily established and (ii) the obligation has been approved by an Authorized City Representative.

3.05 Custodian of Pledged Securities. The securities pledged by the Depository as collateral for City deposits shall be deposited with a Texas branch of the Federal Reserve Bank, ("the Custodian"), in escrow in a safe-keeping account held in the name of the City, ("the Custodian Account"). The Custodian Account shall require the authorization of both the Depository and an Authorized City Representative to release pledged collateral. The Custodian, upon receipt of pledged securities, shall promptly issue and deliver to the Authorized City Representative trust receipts for the securities pledged. The securities shall be held by the Custodian. The Custodian may not transfer or deposit the securities in another institution without the prior written authorization of an Authorized City Representative.

3.06 Amount of Collateral. Securities pledged by the Depository to secure City funds on deposit identified with federal taxpayer identification number 74-6000574 shall have a market value of at least eight million dollars (\$8,000,000) or as designated in writing by an Authorized City Representative. During the City's tax season, which occurs from October through March, the Depository shall provide additional collateral in accordance with this Agreement.

Securities pledged by the Depository to secure City funds identified with federal taxpayer identification number 74-2442464 shall have a market value of at least one million five hundred thousand dollars (\$1,500,000) or as designated in writing by an Authorized City Representative.

3.07 Determination of Market Value. The market value of a security is to be determined by an Authorized City Representative from a third party source (i.e. Primary dealer, Wall Street Journal) and is binding on the Depository.

3.08 Charges for Collateral. Charges for the collateral provided by the Depository are provided in the Applicant's response to Section 3.6, Fees, B. of the Request for Applications.

3.09 Federally Insured Deposits. The Depository is not required to provide security for the deposit of City funds to the extent deposits are insured under 12 U.S.C.A., Sections 1811-1835a.

3.10 Additional Security. An Authorized City Representative may, by written order, require the Depository to pledge additional collateral at any time it is determined to be advisable. Additionally, if, for any reason, the total City balance on deposit with the Depository exceeds the market value of pledged security, the Depository shall immediately pledge additional securities to the City.

Any additional security pledged shall meet the requirements of this Depository Services Agreement and shall be approved by an Authorized City Representative. Failure to pledge additional securities on the day the Depository is provided notice constitutes grounds for City Council to select a new depository as required by law and terminate the Depository Services Agreement.

Prior to the pledge of additional securities under the Depository Services Agreement, the Depository shall: (a) execute a Security Agreement- Pledge and ancillary agreements necessary to effect the pledge of additional securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement - Pledge, and the authorization of the Board of Directors and the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.

3.11 Substitution of Securities. The Depository may substitute one security for another provided that the security meets the requirements of this Depository Services Agreement; the substitution is approved, in writing, by an Authorized City Representative and the Depository. Prior to such substitution of securities, the Depository shall: (a) execute a Security Agreement- Pledge and ancillary agreements necessary to effect the pledge of securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement - Pledge, and the authorization of the Board of Directors and the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.

3.12 Release of Security. If the securities pledged by the Depository exceed the amount required under this Depository Services Agreement, an Authorized City Representative may authorize the release of the excess. Such release shall be approved in writing by an Authorized City Representative.

3.13 Records and Audit. The Depository shall maintain separate, accurate, and complete records relating to the deposit of public funds, the pledged investment securities, and all transactions relating to the pledged investment securities. The Custodian shall maintain separate, accurate, and complete records regarding the pledged investment securities. All such records shall be subject to any internal or external audit or regulatory examination of the Depository or Custodian.

3.14 Documentation to Be Provided to City. The Depository and Custodian shall provide documentation relating to the description of securities pledged as collateral, substitution of pledged securities, pledge of additional securities, and withdrawal of excess securities to the Authorized City Representative. A certificate as to the then-market value of securities pledged as security hereunder shall be provided to the Authorized City Representative at least monthly.

3.15 Surrender of Interest on Securities. Upon the request of the Depository, the City shall surrender, when due, interest coupons or other evidence of interest on securities if the remaining value of the securities pledged are adequate to meet the requirements of this Agreement.

ARTICLE 4 **Account Transfers**

4.01 Electronic, Telephonic, Telegraphic or Oral Requests for Account Transfers. The Depository is authorized to honor, execute and charge City accounts for electronic, telephonic, telegraphic or oral requests:

- (a) for the transfer of funds from designated City accounts to any other City depository account, whether the account is with the Depository or another financial institution; or
- (b) for the transfer of funds from designated City accounts to the account of or the credit of a third party, whether the third party account is with the Depository or another financial institution.

All requests shall be properly identified as being made by an Authorized City Representative in compliance with the Depository's transfer procedures.

4.02 Internal Transfers. An Authorized City Representative will periodically need to transfer funds from one City account to another to reimburse Payroll, Vouchers Payable, and other accounts.

4.03 Instructions for Transfer. The Depository shall act upon all electronic, written or verbal transfer requests within one hour from the time received from an Authorized City Representative, and use any means for the transmission of the funds the Depository may consider suitable up until **2:30 p.m. CT.**

4.04 Immediate Credit. The Depository shall give both ledger and collected credit the day of the wire receipt, regardless of the time the Depository receives the transfer through the Fed wire System. Credit to City accounts for incoming wire transfers shall be immediate.

4.05 Daylight Overdraft Policy. The City actively invests in marketable securities. An outgoing wire transfer will be made in the morning for the reinvestment of funds expected by an incoming wire transfer. The Depository shall allow the City to reinvest and to wire funds out in anticipation of an incoming wire transfer later in the day. The Depository will not charge the City for daylight overdrafts. When a daylight overdraft is anticipated, an Authorized City Representative will notify the designated depository official of the situation.

4.06 Notification of Funds Transfers. Notification to the City of incoming wire transfers or problems with outgoing wire transfers shall be made within one hour of the transaction. The City allows two authorized employees to initiate repetitive transfers. All authorized employees will be issued a personal identification number in order to initiate wire transactions. If the wire transfer is initiated over the telephone, the Depository shall telephone the City and specifically request to speak to an Authorized City Representative other than the person initiating the wire to verify that the wire is authorized prior to releasing the wire.

4.07 Records. The Depository shall record all telephonic instructions from the City received by the Depository's wire transfer department and retain the recordings for sixty-one (61) days (the period for City notification of discrepancies) following such requests. The City agrees to report any discrepancies between the City's records and the Depository statement to the Depository's wire transfer department in writing within sixty-one (61) days after the statement date.

4.08 Discrepancies/Loss of Interest/Error. In the event there is a loss of interest or use of funds as result of a Depository error for failure to execute a transfer request on the date received, or such other error within the Depository's control, the Depository agrees that compensation for loss shall be corrected by adjusting the aggregate ledger and collected balances of the City accounts to reflect properly the average balances of the amounts that would have resulted had no error occurred.

4.09 Designated Accounts. Account Transfers may be made from the other accounts as designated by an Authorized City Representative.

ARTICLE 5

Other Financial Services

5.01 Bailor/Bailee Relationship. Until deposits are credited to the City as evidenced by validation of duplicate deposit slips, the relationship between the City and the Depository as to all contents shall be that of Bailor and Bailee. The Depository shall be responsible and liable to the City for use of that degree of care required under the laws of Texas for Bailees having custody of property of other persons.

5.02 Custody, Safekeeping of Governmental Agency Securities. The Depository agrees to handle all purchases and sales of securities on a delivery versus payment or payment versus delivery basis (i.e. for securities purchases, monies will not be released by the City's safekeeping bank until securities are received at the Federal Reserve Bank or further credit to the City's safekeeping bank. In the case of securities sales, monies will be received by the City's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner, the City will always have possession of either the securities or its monies on a delivery versus payment basis. The cost of safekeeping securities, processing purchase/sale transactions, and coupon interest payments are listed in the Applicant's response to Section 3.6, Fees, A., MONTHLY PRICING SUMMARY FORM.

The City will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile to assure the timeliness of the operation. It is specifically provided that when a City security matures, or when a City security is purchased, funds will be transferred from or to the Combined Operating account, the Bond Funds account, or another account as directed by an Authorized City Representative. The Depository shall give prompt notification to the City of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.

All securities shall be perfected in the name of the City. All book entry securities owned by the City shall be evidenced by a safekeeping receipt issued to the City. The original safekeeping receipt for each transaction will be forwarded to the City.

ARTICLE 6 **General Provisions**

6.01 Automated Clearing House (“ACH”) Membership. The Depository shall be a participating depository in the Southwestern Automated Clearing House Association to be able to deliver debit and credit payments for the following transactions: City employee payroll Account and Pre-authorized City Utility Customer Debits. An Authorized City Representative shall establish use of additional ACH transactions in writing.

The Depository warrants that it is a participating financial institution in the Southwestern Automated Clearing House Association (“SWACHA”), which provides facilities for the exchange of electronic funds transfers among its members, and other automated clearing house associations within the United States by utilizing the capacities of the National Automated Clearing House Association (“NACHA”). The Depository acknowledges that it shall comply with the rules, as may be amended, for the notification, posting, or transfer of funds by means of electronic credit transfer facilities. The Depository is required to comply with the procedures of the SWACHA and NACHA including, but not limited to, matters such as input format, data acceptance criteria, return item handling, adjusting entries, and dishonored entries.

6.02 Charging of Fees. The Depository is authorized to charge City accounts upon direct authorization by an Authorized City Representative for:

- (a) charge backs on correction of mathematical errors, and
- (b) bank service fees owed to Depository, including Deficient Balances Before Services. Deficient Balances Before Services will be reviewed by the City’s Treasurer on a quarterly basis for fee assessment.

The Depository or the City will not change the schedule of fees as listed in Applicant’s response to Section 3.6, Fees, of the Request for Applications during the initial term of this Agreement or during any option year.

6.03 Confidentiality, Audits and Inspections. All information assembled by the Depository under this Agreement is to be kept confidential and not be made available to any individual or organization without the prior written approval of the City. At reasonable times during regular business hours, the Depository will make available for examination by the City, its duly authorized agent, accountant, or legal representative, pertinent copies of statements and debit and credit items supporting such statements, relating to the City's accounts.

6.04 Recalls, Debit Adjustments and Other Adjustments. The Depository is required to process recall or adjustment requests upon verbal authorization by an Authorized City Representative followed by written confirmation by the City, if possible, no later than four (4) working days after the request.

6.05 Compliance with Law. The Depository represents to have the expertise and personnel required and necessary to perform the services under this Agreement. The Depository acknowledges that it is fully qualified, authorized, and willing to comply under federal, state and local law to perform the services described in this Agreement.

6.06 Indemnification. The Depository fully indemnifies, saves, and holds harmless the City of Corpus Christi, its officers, employees, and agents against any and all liability, damage, account of personal injuries (including, without limitation on workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with:

- (a) the Depository's failure to fulfill any of the terms and conditions of this Agreement;
- (b) any violation by Depository of any applicable federal or state law, rules, or regulation resulting from any act or omission of the Depository or its agents and employees which caused a direct loss to the City under this Agreement.

The Depository may, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions, pay all charges of attorneys or other expenses of any kind arising from liability, damage, loss, claims, demands, and actions. This indemnification will not be construed to require indemnification of such injury, loss or damage which may be caused or arise from the negligence of the City, its officers, employees, and agents.

The City agrees to indemnify, save and hold harmless, defend or pay the defense cost of the Depository, its officers, agents, and employees from and against any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs, attorney and expert witness fees, from or arising out of negligence of the City under the terms of this Agreement or the City's failure to fulfill any of the terms and conditions of this Agreement.

6.07 Term. This Agreement shall commence on the date following the date signed by the last signatory hereto and shall continue for a period of three years, or until a successor Depository is appointed and qualified. The City may, by 90 day written notice to Depository, terminate this Agreement during the remainder of the initial term and any option terms. Upon completion of the initial term, either party may elect to terminate any option term with 90 days prior written notice. Unless terminated, this Agreement will automatically renew for two additional one-year terms. Depository guarantees all service fees for the initial term of the Agreement and any option year. Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, or reports prepared by the Depository, at the option of the City, will be delivered to the City and become the property of the City.

6.08 Duties After Termination. All obligations of the parties made or incurred or existing under this Agreement as of the date of termination, with respect to transactions initiated prior to the effective date of termination, will survive such termination, including, but not limited to: Depository's obligation to retain duplicates of transaction receipts and credit slips and any continuing obligation of the Depository with respect to charge backs. Upon termination of this Depository Services Agreement, all finished or unfinished documents, data, studies, or reports prepared by the Depository, at the option of the City, will be delivered to the City and become the property of the City.

6.09 No Endorsement. The Depository is not authorized to advertise or publish, without City's prior written consent, the fact that the City has entered into this Agreement will be construed as if such provision was not a part of this Agreement.

6.10 Notices. Notices provided herein will be in writing and delivered to:

On behalf of the City:	City of Corpus Christi David Hedberg, City Treasurer P.O. Box 9277
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On behalf of the Depository: _____

6.11 Assignment. Any party may not assign this Agreement without the prior written consent of the other party.

6.12 Force Majeure. Neither party will be responsible for losses resulting if the fulfillment of any terms or provisions of this contract of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent.

6.13 Conflicts of Interest. The Depository agrees to maintain current, updated disclosure of information on file with the Director of Finance throughout the term of this Agreement as may be required by the City Code of Ordinances or the City Charter.

6.14 Equal Employment Opportunity. The Depository agrees that during the performance of this Agreement, it will:

- (a) treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap, and
- (b) identify itself as an "Equal Opportunity Employer" in employment advertising or requests.

The Depository will be advised of any complaints filed with the City alleging that the Depository is not an Equal Opportunity Employer. The City reserves the right to consider its reports from the Human Relations Administrator in response to such complaints.

6.15 Entire Agreement. This Agreement and all amendments hereto, as may be updated, constitute the entire agreement between the parties and will supersede all previous negotiations, commitments, and contracts.

6.16 Governing Law and Venue. To the extent this Agreement is not governed by applicable federal laws and regulations, this Agreement will be governed by and construed in accordance with laws of the State of Texas. Any suit brought in connection with this Agreement shall be tried in Nueces County, Texas.

6.17 Notification of Changes in Depository Laws. The Depository shall notify the City in writing within ten (10) days of any changes in federal or state regulations or laws that would thereafter affect the Depository Services Contract. The Depository shall also notify the City of any services, which become available to the City throughout the contract period.

6.18 Monthly Reports. The Depository shall provide to the City each quarterly CALL report (Schedule RC only) as well as any public information concerning changes in the ownership, management or financial position of the Depository or its parent company.

6.19 Corporate Resolutions Not Required. The Depository shall not require corporate resolutions when an Authorized City Representative opens an account.

6.20 Precedence of Contract Documents. In case of a conflict in the contract documents, first precedence shall be given to the fully executed contract, as amended; second precedence shall be given to the REQUEST FOR APPLICATION, including addenda and third precedence shall be given to the application, as clarified.

6.21 Terms During Extension Year. During any extended term of the agreement, all terms, conditions and pricing shall remain the same as those in the agreement applicable to the primary term.

AGREED TO BY:

CITY OF CORPUS CHRISTI

DEPOSITORY

BY: _____
NAME: Ángel R. Escobar
TITLE: City Manager
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

Armando Chapa, City Secretary

Approved as to form this the _____ day of, 20__.
Carlos Valdez, City Attorney

By:
Veronica Ocañas, Assistant City Attorney

- Incorporated by Reference:
Exhibit A – Authorization for Depository Accounts
Exhibit B – 2011 Payroll Calendar
Exhibit C – Request for Applications No.: BI-0210-10
Exhibit D – Applicant’s/Depository’s Response to Request for Applications No.: BI-0210-10

EXHIBIT A

**Attached to and made a part of the
City of Corpus Christi Depository Services Agreement**

AUTHORIZATION FOR DEPOSITORY ACCOUNTS

As the duly appointed and authorized City Manager of the City of Corpus Christi, I designate the officers listed below as the Authorized City Representatives of the City of Corpus Christi.

The signatures below are the signatures of the Authorized City Representatives vested with full authority to sign and transact business for the City including, but not limited to, Account Transfers, open and close accounts, request reports, or authorize other signatories to specific bank accounts. The signatures of the officers subscribed below are true and genuine:

David Hedberg, City Treasurer _____

Jerome Joslin, Investment Analyst _____

Controller _____

Constance P. Sanchez, Assistant Director of
Financial Services _____

Cindy O'Brien, Director of Financial Services _____

This Authorization for Depository Accounts is entered into in addition to and will not amend, modify, waive, or revoke any of the terms of the City of Corpus Christi Depository Agreement except as expressly provided herein. This authorization is entered into to facilitate the electronic transfer of funds or administration of the services to be provided pursuant to the City of Corpus Christi Depository Agreement. It is not intended to empower Authorized City Representatives to approve or accept amendments, waivers, or new provisions or terms to the Depository Agreement on behalf of the City of Corpus Christi. Authorized City Representatives remain authorized until the Depository receives written notification revoking authorization.

THIS AUTHORIZATION FOR DEPOSITORY ACCOUNTS is effective this _____th day of _____, 2005 and revokes all previous authorizations.

ATTEST:

CITY OF CORPUS CHRISTI

By _____
Armando Chapa, City Secretary

By _____
George K. Noe, City Manager

Approved this _____ the day of _____, 2005
By Mary Kay Fischer, City Attorney

By _____
Assistant City Attorney

EXHIBIT B
2010 PAYROLL CALENDAR

PAY DATE
01/08/10
01/22/10
02/05/10
02/19/10
03/05/10
03/19/10
04/02/10
04/16/10
04/30/10
05/14/10
05/28/10
06/11/10
06/25/10
07/09/10
07/23/10
08/06/10
08/20/10
09/03/10
09/17/10
10/01/10
10/15/10
10/29/10
11/12/10
11/24/10
12/10/10
12/23/10

**CITY OF CORPUS CHRISTI
FINANCE DEPARTMENT / PURCHASING DIVISION
MINORITY BUSINESS ENTERPRISE INFORMATION FORM**

**THIS FORM MUST BE SUBMITTED
ALONG WITH BID**

PLEASE INDICATE WHETHER THE COMPANY IS A CERTIFIED MINORITY BUSINESS.
EXAMPLES OF CERTIFICATIONS RECOGNIZED BY THE CITY INCLUDE:

YES NO - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Certified HUB: <http://www.window.state.tx.us/procurement/prog/hub/>

YES NO - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

YES NO OTHER (PLEASE SPECIFY):

THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

THE ABOVE MINORITY BUSINESS INFORMATION IS REQUESTED FOR STATISTICAL AND TRACKING PURPOSES AND WILL NOT INFLUENCE THE AMOUNT OF EXPENDITURES THE CITY WILL MAKE WITH ANY GIVEN COMPANY.

BID INVITATION NO: BI- -

Firm Name: _____ Telephone: - - Ext. _____

Address: _____ Fax: - - _____

City: _____ State: _____ Zip: - _____ E-mail: _____

Signature of Person Authorized to Sign Form Date: _____

Signer's Name: _____ Title: _____
(Please print or type)



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: _____

P. O. BOX: _____

STREET ADDRESS, CITY, STATE & ZIP _____

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in

the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.