

**SPRING BRANCH INDEPENDENT SCHOOL DISTRICT**

Scott R. Muri, Ed.D, Superintendent of Schools

**PURCHASING DEPARTMENT**

1031 Witte Road, Building T-1A, Houston, Texas 77055-6016

Phone 713/251-1100 Fax 713/251-1115

Date: January 6, 2017

# NOTICE TO PROPOSERS

The SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, herein after referred to as SBISD, is accepting sealed proposals as specified in this document. Sealed proposals will be received at the office of the Director of Purchasing and Contracts, SBISD, 1031 Witte Road, Building T-1A, Houston, Texas 77055-6016 until:

**February 28, 2017 @ 11:00 AM**

ANNUAL CONTRACT FOR  
for DEPOSITORY BANK SERVICES

Request for Proposals will be publicly opened and read immediately following the deadline for receiving the proposals at 1031 Witte Road, Building T-1A. Any questions pertaining to the proposal procedure should be addressed to **Administrative Bid Specialist at 713/251-1107, joel.cardona@springbranchisd.com.**

## PROPOSAL ENVELOPES SHALL BE PLAINLY MARKED

REQUEST SEALED PROPOSAL FOR: PROPOSAL NO. 11401P

ANNUAL CONTRACT FOR DEPOSITORY BANK SERVICES

DO NOT OPEN UNTIL: **February 28, 2017 @ 11:00 AM**

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified.

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for SBISD at the most economical cost. SBISD reserves the right to request post-proposal modifications, including best and final offers. SBISD reserves the right to accept or reject any or all proposals, to waive all technicalities (informalities), and to accept the proposal(s) that is determined to be the most favorable to SBISD. Recognizing that there are important considerations other than price, SBISD may not necessarily award to the lowest Proposer.

Proposals must be effective for one hundred eighty (180) days following deadline for the receipt of proposals.

## S C O P E O F P R O P O S A L

Pursuant to existing provisions of Subchapter G, School District Depositories, Texas Education Code, it is the intention of the Board of Trustees of Spring Branch Independent School District to select a Depository to assist with the banking functions for all funds of the District.

The contract shall be for a period of two (2) years, July 1, 2017 through June 30, 2019, with the option to renew for two (2) additional two (2) year terms, providing any subsequent renewal is agreed to in writing, by both parties.

### PRE-PROPOSAL CONFERENCE

**A pre-proposal conference will be held on January 31, 2017 @ 10:00 AM** at the SBISD Purchasing Department at 1031 Witte Road, Building T-1A, Houston, TX 77055.

**ADDENDA TO RFP.** SBISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the proposal in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. **All questions must be received in writing by the Director of Purchasing via fax (713/251-1115) or e-mail questions to Elvanna.galbreth@springbranchisd.com no later than noon on February 10, 2017. No addenda will be issued later than February 17, 2017**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

**Vendor Presentations** will be held (if warranted) at the Wayne F. Schaper, Sr., Leadership Center, at 955 Campbell Road Houston TX 77024 (713/251-1106), on **March 8, 2017 (AM)** and **March 9, 2017 (PM)**. Vendors will be informed of their time by fax or email on **March 3, 2017**. Only vendors determined by SBISD to have offered the "Best value" will be contacted. Times and dates are final unless there is an unexpected "emergency" beyond SBISD control.

### **NOTE:**

**SBISD schools will be closed for Martin Luther King Holiday Monday, January 16, 2017**

**SBISD will be closed for Presidents Day Monday, February 20, 2017**

**SBISD will be closed for Spring Break March 13 – 17, 2017**

## I N S T R U C T I O N S T O P R O P O S E R S

1. An original and two (2) copies of the Proposal, typewritten or printed/written in ink, must be submitted. Sealed Request for Proposal must be properly labeled on the OUTSIDE of the envelope as follows:

**Director of Purchasing  
Spring Branch Independent School District  
1031 Witte Road, Building T-1A  
Houston, Texas 77055-6016**

**Sealed Request for Proposal for:  
DEPOSITORY BANK SERVICES**

**Do Not Open until 02/28/2017 at 11:00 AM**

2. The Proposer shall provide their full company name and address on the envelope.

# Request for Proposal Notice

for Depository Services by  
Spring Branch Independent School District  
1031 Witte Road, Building T-1A, Houston, Texas, 77055-6016

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

## Introduction

In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories, the Board of Trustees of the district will select a depository through soliciting proposals for a depository services contract for a term of two years beginning July 1, 2017 and ending June 30, 2019, or until a successor depository is selected, qualified, and agrees to a depository agreement based on either fees or compensating balances.

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

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

## Bank Questions

There will also be a preproposal conference at 10:00 AM, on January 31, 2017. Questions regarding this proposal request, or the services requested, will be accepted in written or email form only, at the address above on or before 12:00 Noon on February 10, 2017. Responses to all material questions submitted will be communicated in writing or by email to all known interested banks by 2:00 pm on February 17, 2017.

## Proposal Submission

To be eligible for consideration under this request, the bank must submit three (3) complete paper copies of each proposal by 11:00 AM, CST on February 28, 2017, to the address below. The district will not accept proposals received after that time. Late submissions to the district address will be returned unopened.

The proposal must be submitted in a sealed envelope or packet marked "Depository Services." An accompanying transmittal letter must be signed by a person authorized to bind the institution, state that the proposal is valid for 180 days from the submission date, and give full contact information regarding the proposal.

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

Spring Branch Independent School District  
ATTN: Director of Purchasing  
1031 Witte Road, Building T-1A  
Houston, TX 77055-6016

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

The bank must attach a cashier's check in the sum of \$250 payable to the district. If any portion of this contract is awarded to the bank, the check will be returned to the bank. If the bank fails to execute the contract in a reasonable time, the district will cash the check as liquidated damages. If the proposal is not accepted, the check will be returned to the bank immediately after contract award.

The district is also providing this proposal request electronically. The fee schedule, Attachment A, is in Excel format. Banks must submit the proposal in sealed paper form.

### **Evaluation Process**

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

- 30 % - Charges for services (charges for keeping district accounts, records, and reports and for furnishing checks) and earnings credit rate
- 10 % - Additional services offered (purchasing card, payroll card, merchant services, other)
- 5 % - Funds availability schedule
- 8 % - Automated services offered
- 30 % - Ability of the bank to provide the necessary services and perform the duties as depository. Experience in providing depository services to similar accounts (strength of project team)
- 5 % - Collateralization policy and type of third-party institution holding collateral
- 5 % - Fraud prevention and notification policy
- 2 % - Interest rates offered on time deposits
- 5 % - Reputation and market presence in governmental banking
- 100% Total

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

### **Legislative Change**

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

### **Schedule for Selection Process**

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

01/09/17	Release of Request for Proposal (RFP)
02/10/17 @12:00 Noon	Deadline for questions concerning the RFP or services requested
02/17/17	Responses to any questions provided to all known interested banks
02/28/17 @ 11:00 AM	Deadline for proposal submission
04/24/17	District Board award of contract
07/01/17	Contract commencement

### **Other Requirements**

The following requirements must be met:

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

### **District Rights**

The district reserves the right to:

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

**NOTE:** Electronic completed attachments must be submitted to Spring Branch ISD at [Elvanna.galbreth@springbranchisd.com](mailto:Elvanna.galbreth@springbranchisd.com) on March 1, 2017 by 3:00 p.m. Please DO NOT send before March 1, 2017.

The District presently maintains accounts as listed below. The District reserves the right to open additional accounts or to close accounts during the course of the depository contract.

<u>Type of Account</u>	<u>Number of Accounts</u>	<u>Interest Bearing/ Non-Interest Bearing</u>
General Operating	1	IB checking
Payroll ZBA	1	NIB
Accounts Payable ZBA	1	NIB
Tax Collection Clearing	1	NIB
Debt Service	1	IB
Bond Fund 2004	1	IB
Bond Fund 2007	1	IB
Construction Interest	1	IB
Food Service	1	IB
Enterprise	1	IB
Flexible Spending Account	1	IB
Trust and Agency	1	IB
Master Activity Fund Clearing (52 subaccounts)	1	IB

**1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS**

- 1.1.0 APPLICABILITY** – These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.
- 1.2.0 WITHDRAWAL OF PROPOSALS** will not be allowed for a period of 90 days following the proposal opening.
- 1.3.0 SPECIFICATIONS** may be those developed by the using Department or by the Manufacturer to represent items of regularly manufactured products.
- 1.3.1 DISTRICT SPECIFICATIONS** have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.
- 1.3.2 MANUFACTURER’S SPECIFICATIONS** (Design Guide), whenever an article in this proposal is defined by description as either a proprietary product or by using the name of a Manufacturer, the Proposer is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term “equivalent, alternate or equal” is not inserted, it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.
- 1.4.0 QUESTIONS** concerning this proposal shall be addressed to the Director of Purchasing, SBISD.
- 1.5.0 PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.** Deviations to any Conditions and/or Specifications shall be conspicuously noted in writing by the Proposer and shall be included with the proposal.
- 1.6.0 SEALED PROPOSALS ONLY ARE ACCEPTED. FAXED PROPOSALS** will not be accepted by SBISD since the fax process does not provide for the delivery of a sealed proposal.
- 1.7.0 REQUIRED ADDENDA** will be issued by SBISD Purchasing Department to all those known to have received a complete set of proposal documents.
- 1.8.0 QUANTITIES REQUIRED** are substantially correct. The District reserves the right to purchase additional quantities at the same unit price unless otherwise specified by the Proposer.
- 1.9.0 DELIVERIES** required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments designated on the purchase order to the SBISD Central Warehouse, delivery hours are 7:00 a.m. to 3:00 p.m. NO DELIVERIES WILL BE ACCEPTED AFTER 3:00 P.M.
- 1.10.0 WARRANTY CONDITIONS** for all supplies and/or equipment shall be considered manufacturer’s minimum standard warranty unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing.

- 1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued**
- 1.11.0 SAMPLES**, when requested, shall be submitted with the proposal per instructions set forth in the Special Terms and Conditions.
- 1.11.1 ADDITIONAL SAMPLES** needed for a proposal to be evaluated properly shall be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
- 1.11.2 SAMPLE ITEMS** from the successful Proposer may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.
- 1.12.0 THOSE WHO DO NOT PROPOSE** are requested to notify the SBISD Purchasing Department in writing if they wish to receive future proposals. Failure to do so **may** result in their being deleted from our prospective Proposer list.
- 1.13.0 EVALUATION OF PROPOSALS** takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor(s) service, safety record, and date of proposed delivery and placement. It is not the policy of the SBISD to purchase on the basis of low proposals alone.
- 1.14.0 DISCLOSURES.** By signing this proposal, a Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.
- 1.14.1 PROPOSER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the proposal.
- 1.14.2** By signing this proposal, a Proposer affirms that, to the best of his/her knowledge, the proposal has been prepared independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Proposers in the award of this proposal.
- 1.15.0 FUNDING OUT CLAUSE.** Any contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only.
- 1.15.1** The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
- 1.15.2** The contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract."
- 1.16.0 ALL CONTRACTS AND AGREEMENTS** between Vendors and SBISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code or latest, Official Text.
- 1.17.0 CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Director of Purchasing after proposals have been awarded (if applicable).
- 1.17.1** Any additional agreements/contracts to be signed by SBISD shall be included with the proposal.
- 1.17.2** Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.



**1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued**

**1.17.3 Tax Exemption:** SBISD is exempt from payment of state taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purchase of tangible personal property.

**1.18.0 ASSIGNMENTS AND SUBCONTRACTING.** No part of this order may be assigned or subcontracted without the prior written approval of SBISD. Payment can only be made to the Supplier named in this order.

**1.19.0 TERMINATION OF CONTRACT.** It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The District agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this Agreement shall terminate thirty (30) days following written notification of intent.

**1.20.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).** If any of the information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "**CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION**".

**1.21.0 VENDOR NON-PERFORMANCE.** If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, SBISD reserves the right to:

**1.21.1** Purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or

**1.21.2** Deduct such charges from existing invoice totals currently due, or

**1.21.3** Cancel within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year.

**1.21.4** Re-Propose the service/product.

**1.21.5** Award to next lower responsible Proposer, if accepted by same.

**1.22.0 OTHER REQUIREMENTS.** Any problems or discrepancies that are not covered by the above requirements should be directed to the Director of Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the Vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

**1.23.0 PROPOSAL DOCUMENTS.** Proposals shall be submitted by the Proposers in triplicate; one (1) original and two (2) copies, marked as such.

**1.24.0 PERFORMANCE AND PAYMENT BONDS.** In compliance with Article 5160, V.A.T.S. and Government Code 2253.021, all contracts in excess of \$25,000 for the construction, alteration or repair of public buildings shall require of the successful proposer payment bonds in the full amount of the contract. Performance bonds shall be executed when such contracts exceed \$100,000. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the Spring Branch Independent School District. **PROPOSAL BONDS**, if required, will be referenced in the Special Terms and Conditions Section of the document.

**1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued**

- 1.25.0 DEBARMENT AND SUSPENSION.** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services. For Vendors receiving awards of contracts, all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

- 1.26.0 ENERGY EFFICIENT REQUIREMENTS.** Spring Branch Independent School District is committed to enhancing the learning environment, and to National, State and Local energy conservation and reliability goals. Design professionals should consider including innovative features of high performance/sustainable/green schools as defined by the Sustainable Building Industry Council as facilities that are healthy and productive for students and teachers (acoustic, thermal, and visual comfort; natural daylight; superior indoor air quality; safe and secure); cost effective (optimized energy performance, life cycle approach to costs of ownership, and a commissioning process); and sustainable (energy conservation; high-performance mechanical and lighting systems; environmentally preferable materials; and water-efficient design).

- 1.27.0 TAX IDENTIFICATION NUMBER.** SBISD requires that awarded vendor(s) complete a "Request for Taxpayer Identification Number and Certification W-9, before payment(s) will be processed.

- 1.28.0 ECONOMIC CONDITIONS.** Given the current economic conditions, the Spring Branch ISD Purchasing Department is providing due diligence to the District in requesting the following documentation for any increase or change:

- Pricing to SBISD
- Justification for change/increase
- Terms and conditions
- Market conditions
- Competitors
- Manufacturers/Distributors

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in SBISD area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed sixty (60) days before date of renewal.

**Note: SBISD may elect to request a re-bid project if in the best interest of the District.**

## 1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued

### 1.29.0 CRIMINAL BACKGROUND HISTORY/CHECKING \*\*

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff, or property.

All contractors, subcontractors and their employees must submit to SBISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal history must be obtained by the successful Proposer before any work is performed.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

#### 1.29.1 Contractor responsibilities

- a) Contract employee criminal history requirement. A service contractor shall obtain all criminal history record information that is required by the TEC, §22.0834, for all its covered contract employees and the covered contract employees of its subcontractors. If a service contractor determines that a person is not a covered contract employee, the service contractor shall make reasonable efforts to ensure that the conditions or precautions that result in such a determination continue to exist throughout the time that the contracted services are provided.
- b) National criminal history record information. As required by the TEC, §22.0834, before or immediately after employing or securing the services of a covered contract employee on or after January 1, 2008, who is not an applicant for or holder of a certificate under the TEC, Chapter 21, Subchapter B, a service contractor shall send or ensure that a covered contract employee sends to the Texas Department of Public Safety (DPS) the information, which may include fingerprints and photographs, that is necessary for the DPS to obtain the covered contract employee's national criminal history record information. The DPS shall report the national criminal history record information through the Clearinghouse, as provided by the Texas Government Code, §411.0845.
- c) Criminal history record information. As required by the TEC, §22.0834, a service contractor shall obtain from the DPS, any law enforcement or criminal justice agency, or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act all criminal history record information that relates to a covered contract employee who is employed before January 1, 2008, or who is an applicant for or holder of a certificate under the TEC, Chapter 21, Subchapter B, and who is not subject to a national criminal history record information review.
- d) School entity request for information on covered contract employees. A service contractor shall provide a school entity,- at its request, the information necessary for the school entity to obtain criminal history record information for all covered contract employees.

### 1.0.0 GENERAL TERMS AND CONDITIONS FOR PROPOSALS, continued

- e) Service contractor certification. A service contractor shall certify to the school entity that it has obtained the criminal history record information required by the TEC, §22.0834, for all covered contract employees providing the contracted services. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.
- f) Employees with disqualifying convictions. A service contractor shall not permit a covered contract employee to provide services at a school entity if the employee has a disqualifying conviction under the TEC, §22.085.

SB9 requirements: [www.tea.state.tx.us/fingerprinting](http://www.tea.state.tx.us/fingerprinting)

Any employee who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.

**\*\* Required for awarded vendor(s) only.**

### 1.30.0 COMPENSATION – METHOD OF PAYMENT

- 1) Method of Payment (Vendors are to select one). SBISD processes invoices several times a week for CARD payments.
  - CARD (Ghost Card) SBISD's preferred method of payment. Card payments are made available to the vendor immediately after file payment submission. After Vendor receives an auto-generated e-mail remittance advice notification, vendor can download the payment to their 'card'. Vendors who accept payments via ghost cards must establish their own contracts with a merchant card bank to fund their bank accounts. Some banks charge a fee for using ghost cards; however, SBISD does not charge a fee. Fees are negotiated in the contract between the vendor and their merchant card bank.
  - Automatic Clearing House (ACH) – Electronic Fund transfer to vendor's bank account at the end of the week.
  - Check – Printed checks are mailed to vendors at the end of each week.
- 2) Payments for services rendered by the Provider will be paid in monthly installments.

**Original invoices should be sent for processing to the Accounts Payable Office. Upon receipt by the Accounts Payable Office, the invoice will be processed for payment within thirty (30) days of its receipt if services are complete.**

**Electronic invoices can be sent to [accountspayable@springbranchisd.com](mailto:accountspayable@springbranchisd.com).**

In the event the contract is terminated prior to the end of the stated term, payments will only be made to the extent that work has been performed prior to termination.

The term of this Contract is a commitment of SBISD's current revenue only and if funding for the continuance of the services required under this Contract is withdrawn, SBISD reserves the right to terminate this Contract in accordance with the District termination policies and procedures

**\*\* Required for awarded vendor(s) only.**

# Proposal Form

for Depository Services  
by Spring Branch Independent School District

## Definitions and Instructions

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

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

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

## Bank Compensation

Do we have the option to pay for your services by targeted balances or by fees and change the methodology at our discretion? Please describe any differences in related costs to us with either option. If we choose one option for the life of the contract, is there a difference in service fees?

### Compensation Based on a Targeted Balance

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

You may invest any excess collected balance daily as directed by us in an overnight investment that we approve, an interest bearing account, or a money market mutual fund registered with the Securities and Exchange Commission (SEC) having as a stated policy objective maintenance of a \$1 net asset value. Please complete the information by month according to Attachment A, Historical Information about the Bank. If any of these rates is based on an index rate (such as the T-Bill auction rate), stipulate how you will use the index to calculate the rate.

### Compensation Based on Fees

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

## District Investments

We reserve the right to purchase, sell, and invest our funds and funds under our control, including bond funds, as authorized by the Texas Government Code, Chapter 2256, Public Funds Investment Act, and in compliance with our investment policy CDA which is available at <https://cms.springbranchisd.com/trustees/Home/Board-Policy>

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

## **Collateral**

You must provide either corporate surety bonds or pledged securities in accordance with the Texas Education Code (TEC), §45.208. Please specify which method you will use as collateral for our funds.

## **Collateral Conditions**

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

You and we must execute a collateral agreement in accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). Provide a sample collateral agreement as Attachment D, Sample Collateral Agreement.

We estimate our maximum anticipated collateral requirement to be \$60,000,000.

If voluntary collateral pooling is legislated during the period of this contract, you and we may consider it and agree to use it under this contract.

## **Eligible Collateral**

We will accept only approved securities as specified by the TEC, §45.201, as pledged collateral, voluntary pooled collateral (if available), or a Federal Home Loan Bank Letter of Credit.

## **Banking Services Fees**

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

## Depository Information

Please answer the following questions about your depository bank.

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

### 4. Contact Information

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Email \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Email \_\_\_\_\_

- c. If the primary and backup contacts are not available, how do we contact someone in an emergency? After hours?
- d. Describe in detail how you handle problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom we will be calling and working with for the situations described above.

5. List references from at least three of your current, comparable governmental clients. Include the length of time under contract and a client contact with telephone number.

List all your current Region 4 school district clients. Include the name of the depository officer who is the primary contact with each client.

6. Based on the services we require, please provide a proposed timeline for implementing the contract; include the timeline activities and direct responsibilities of both our district and your depository bank during implementation.
7. Provide a copy of all agreements (including those not directly referenced in this proposal) that will be required under the contract.
8. If we award the contract to you, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy. We have provided a link to our investment policy on our website.
9. We may conduct a pre-award interview on-site at your depository bank before awarding the contract. Please provide us with a contact name for arranging the pre-award interview.
10. Are you offering any transition or retention incentives to us? If so, please describe them in detail.

We use armored car services to transport deposits from our administration building at 955 Campbell Road as well as our child nutrition services office at 1031 Witte Road to the depository bank's cash vault on all days we are open for business. During our two week holiday break proximate to each calendar year end when the district as a whole is closed our tax assessor's office at 8880 Westview Drive remains open for business and the armored car service transports deposits from our tax office. We could use armored car services to transport deposits from our campuses if cost effective. Are you offering any incentive to partially or fully cover the cost of armored car services? If yes, please describe the incentive in detail.



## Banking Services

### 1. Consolidated Account Structure with Sweep Mechanism

We are interested in earning at then-current interest rates available at all times. We want the option to use an automated, daily sweep to a money market mutual fund registered with the Securities and Exchange Commission (SEC) having as a stated policy objective maintenance of a \$1 net asset value or depository alternative account (if competitive) to reach our full investment goal. We will not accept a repurchase agreement or offshore investments as a sweep investment vehicle.

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

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

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

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

### 2. Automated Cash Management Information

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

- prior-day summary and detail balance reporting on all accounts
  - intraday detail and summary balances (on local main and payroll accounts)
  - initiation and monitoring of stop payments
  - positive pay exception transactions
  - initiation and monitoring of internal and wire transfers
  - controlled disbursement presentment totals (optional)
- a. Fully describe your online service. List the system capabilities (for example, balance reporting, wires, positive pay, stop payment, etc.).
  - b. What is your backup process to report balances and transactions in case the system is not available?
  - c. When is daily balance information available?

- d. Submit samples of major screens available, or provide web link access to a demonstration module.
- e. How is an individual security sign-on assigned, and who maintains the security module? How many levels of security are available?
- f. (Optional) With regard to controlled disbursements:
  - What is the cutoff time for disbursements?
  - What Federal Reserve location do these accounts clear through?
  - How do we have access to this information?

### 3. Deposit Services

We require standard commercial deposit services for all accounts.

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

- a. What is your daily cutoff time to ensure same-day ledger credit?
- b. Describe how and when you send credit and debit advices to us.
- c. What type of deposit bags do you use or require? Are these available from you and at what cost?
- d. In what city does item processing occur?
- e. Are there any specific procedures or requirements for coin deposits? If yes, please describe in detail.

#### Remote Deposit

We use remote check deposit for a few high-volume locations. These deposits include both consumer and commercial checks.

- f. What are your current capabilities in remote check deposit? Describe how checks are processed and cleared. Please state the cutoff time for same-day ledger credit.
- g. Give two comparable references with contact information.
- h. Do you produce a daily balancing report? Provide a sample.
- i. What equipment, scanners and otherwise, is required to operate the system? Is this equipment available through your depository bank for purchase or lease? Please list the equipment required along with all costs.

### 4. Standard Disbursing Services

We are interested in standard disbursing services for designated accounts.

- a. Do you image all paid checks, deposit items, and deposit slips?
- b. Are check and deposit images available online? When? Do you provide a monthly compact disc (CD)? If not, are reports downloadable?
- c. How long do you maintain check and deposit images online?
- d. Do you pay all our checks without charge upon presentation?

## 5. Positive Pay

We require positive pay services for accounts on which checks are written. The positive pay process should be fully automated and web based. We will transmit check information electronically to you on each check run and as we create checks manually.

- a. Describe the data transmission and transfer requirements for automated and manual checks.
- b. Is input available online for manual checks? If it is not available online, how do we transmit information on individual manual checks to you?
- c. How can we change or delete check records, if necessary?
- d. How do you notify us of a positive pay exception?
- e. When do you report exception information to us? When is the deadline for our exception elections? Are images of exceptions available?
- f. Are all checks, including those received by the tellers and vault, verified against the positive pay file before processing? How often do you update teller information?
- g. Do you offer payee positive pay?
- h. Please provide a copy of your file layout format.

## 6. Account Reconciliation

We may use partial or full reconciliation services on all accounts in concert with positive pay, depending on cost effectiveness.

- a. Describe the partial and full reconciliation processes.
- b. With what format(s) does your system interface? What record formats are required? How do you send reconciled data to us? When?
- c. Specify all reporting alternatives.
- d. Are reports available online? How long are reports maintained online? Provide a sample copy of reports.

## 7. Funds Transfer and Wire Services

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

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

## 8. Optical Imaging

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

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

## 9. Automated Clearinghouse (ACH) Services

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

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

## 10. Investments and Safekeeping Services

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

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

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

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

We may choose to purchase time deposits from you, but all time deposits will be competitively bid at the time of purchase.

## 11. Collateral Requirements

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

- All collateral pledged to us must be held by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act.
- We, you, and the safekeeping bank must execute a triparty safekeeping agreement for custody of pledged securities in full compliance with the FIRREA requiring a depository resolution. (Or completion of Circular 7 if a Federal Reserve bank is acting as custodian. Even if a Federal Reserve bank is used, you and we must still execute a depository agreement.)
- All time and demand deposits above FDIC coverage must be collateralized at a minimum of 102 percent of principal plus accrued interest at all times (110 percent on mortgage-backed securities).
- You are contractually liable for continuously monitoring and maintaining collateral at our required margin levels.
- The custodian must provide evidence of pledged collateral by sending original safekeeping receipts or a report directly to us within one business day of receipt.
- We must receive a monthly report of collateral pledged including description, par, market value, and cusip, at a minimum.
- We must grant substitution rights if you obtain our prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.

Authorized collateral includes only approved securities as specified by the TEC, §45.201.

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

## 12. Account Analysis

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

- a. When is the account analysis available each month?
- b. Is the account analysis available online? Is it imaged on a CD monthly?
- c. Are paper statements also sent to us? If so, when?
- d. How long will it take you to correct any billing errors on the account analysis?

### **13. Monthly Statements**

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

- a. State when monthly statements will be available each month online and on paper.
- b. Is the monthly statement available online? If so, when and for how long? Are the statements imaged or on a monthly CD?
- c. If imaged, are paper statements also sent to us? If so, when?
- d. Are statements for each Activity Fund subaccount available? If not, what reporting for Activity Fund subaccounts is available?

### **14. Overdrafts**

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

### **15. Stop Payments**

We desire an automated stop payment process (payment cancel as well as void).

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

### **16. Customer Service**

Do you offer customer services in languages other than English? What languages are offered?

### **17. Service Enhancements**

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

## Optional Services

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

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

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

### 2. Merchant Services.

We currently accept Visa, MasterCard, American Express, and Discover payments. Historical information on collections and average ticket size is provided in Attachment A. There is one physical location with one terminal. Payments are accepted via links on various district web pages. The service should include daily capture, transmission, and authorization of payments at point of sale and on the web. The service must include reporting by location.

We can and do comply with Payment Card Industry Data Security Standards.

- a. Do you currently offer merchant card processing services? How long has this service been available? What interface format(s) does your system supply?
- b. How many institutions and end customers do you have?
- c. Describe the fee components of a merchant card processing relationship. Provide a list of all the fees to us. State the association fees, the discount rates, and your fee per transaction.
- d. Do you have software that allows online payments to us through your portal?
- e. Describe the reporting functions and data availability.
- f. Describe billing options.
- g. Describe the authorization method or process used. How are incorrect authorizations reversed?
- h. Describe your debit card processing capabilities. Do you distinguish between debit and credit cards on your bank identification number (BIN)? Can you program a debit card to the lowest cost network?
- i. Describe your transmission process. Describe the monitoring and notification process if transmissions fail.

- j. Is data imaging available online? What is available online? When? For how long?
- k. Describe the dispute resolution process.
- l. Describe your security measures for Internet transactions and unauthorized use.

### 3. Payroll Cards or Debit Cards

We currently use stored-value cards (payroll cards or debit cards) as a payroll option for employees. Cardholders should be able to use the cards as debit cards for purchases at point of sale as well as for cash withdrawals at financial institutions and automated teller machines.

The purchasing ability of the cards must be limited to the stored value of the card. We may choose not to pay for access fees for the employees issued the stored-value cards.

We will be responsible for any marketing of the program and have total discretion on the distribution of the cards. We will enroll the employees. You must provide cardholders with all processing and transaction information and reports. We expect the following services from you, at a minimum:

- embossing, encoding, and distributing standard cards as directed by us
- providing paper and electronic statements to cardholders
- administering accounts, including maintenance of accounts, application of funds, authorization of transactions, and related tracking
- customer service functions
  - a. Do you currently provide this service? If so, how long has it been available?
  - b. How many institutions and end customers use the service? Provide three comparable references for the service.
  - c. Which program (authorization marks) does your program use? (Visa, MasterCard, etc.)
  - d. Describe the enrollment process. Is enrollment batched and web-based?
  - e. Describe the manner by which funds will be made available to the cardholders.
  - f. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.
  - g. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.



#### 4. Commercial Purchasing Credit Cards

We use commercial cards in accounts payable (ghost cards). Annual purchasing volume is approximately \$5 million with an average ticket size of approximately \$2,200. We use purchasing credit cards with cards assigned to our employees for defined use (card in hand). We began using purchasing credit cards in October 2016 on a limited basis. We will expand our use of purchasing cards, or not, based on cost/benefit analysis in the upcoming months.

- a. What card platforms do you support (MasterCard, Visa)? Do you use a third-party processor?
- b. What, if any, information is available online? When? Describe data download and integration capabilities. Describe reporting capabilities. Is a report of open unclaimed payments on ghost cards available?
- c. Confirm all the fees are included in Attachment A Volumes for Pricing Transactions.
- d. Will we receive a revenue share? If yes, describe the revenue share program and provide detail sufficient for us to calculate the amount of revenue share we will receive based on projected transaction volumes.
- e. What client support is available? How is it provided?
- f. Describe the diverse parameters and restrictions available for the card control. How many access levels are available?
- g. Discuss settlement and corporate liability terms. Include information on your support for the program and your experience, settlement terms on payment, security procedures, and license requirements. How will we receive billing?
- h. Describe how cards are issued, deleted, or replaced. How do you handle lost or stolen cards?
- i. Provide three comparable references for the service.

## Schedules and Attachments

We provide the following:

- A copy of our most recent audited financial statements is available at <https://cms.springbranchisd.com/finance/Finance/Annual-Publications>
- Attachment A, Volumes for Pricing Transactions
- Attachment B, District's Current Account Structure
- Attachment C, a copy of our investment policy is available as board policy CDA at <http://pol.tasb.org/Home/Index/599>

You must include the following information with the proposal:

- copy of your audited financial statements *[or link to website]*
- corporate audited financial statements and the individual depository's call report (for members of your holding companies) *[or link to website]*
- Uniform Bank Performance Report reference
- Attachment A, Volumes for Pricing Transactions as well as Historical Information About the Bank
- Sample Account Analysis Statement and User's Guide
- Attachment D, Sample Collateral Agreement
- agreements if any (including those not directly referenced in this proposal) that must be executed under the contract
- screen shots of major pages within your automated cash management system, or web access
- sample daily balancing report for remote deposit (if applicable)
- sample account reconciliation reports (if applicable)

## Optional Acknowledgments

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

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

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

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

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**VOLUMES FOR PRICING TRANSACTIONS**

**SENT SEPARATELY AS ATTACHMENT**

**ATTACHMENT B  
SPRING BRANCH ISD CURRENT ACCOUNT STRUCTURE**

The District presently maintains accounts as listed below. The District reserves the right to open additional accounts or to close accounts during the course of the depository contract.

<u>Type of Account</u>	<u>Number of Accounts</u>	<u>Interest Bearing/ Non-Interest Bearing</u>
General Operating	1	IB checking
Payroll ZBA	1	NIB
Accounts Payable ZBA	1	NIB
Tax Collection Clearing	1	NIB
Debt Service	1	IB
Bond Fund 2004	1	IB
Bond Fund 2007	1	IB
Construction Interest	1	IB
Food Service	1	IB
Enterprise	1	IB
Flexible Spending Account	1	IB
Trust and Agency	1	IB
Master Activity Fund Clearing (52 subaccounts)	1	IB

**ATTACHMENT C**  
**Spring Branch ISD Investment Policy**

A copy of our investment policy is available as board policy CDA at

<https://cms.springbranchisd.com/trustees/Home/Board-Policy>

## 2.0.0 SPECIAL TERMS AND CONDITIONS

- 2.1.0** All proposals will be evaluated by the Purchasing/Contracts and Financial Services Department of the District and a written recommendation will be made to the Board of Trustees. The Board of Trustees will designate the Bank Depository at the regular meeting on April 24, 2017.
- 2.2.0** SBISD reserves the right to reject any and all proposals and to accept the proposal the District considers most advantageous. Acceptance of a proposal will be based on the total package of services offered by the banking institution.
- 2.3.0 Legislative Change.** Changes in the law that may be enacted by the State Legislature, in session, could alter the scope of requirements as stated in this document. Vendor's proposal shall conform to all statutes in effect at the time of proposal opening.
- 2.4.0 Additional Information.** Any additional information which is necessary for the preparation of a proposal, including information regarding the District's current and projected financial situation, should be requested in writing.
- 2.5.0 Other**
- 2.5.1** The successful proposer will notify the District in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the depository agreement.
- 2.5.2** The bank's records relating to the District's accounts shall be open to review by either the District, its independent auditors and the Texas Education Agency.
- 2.5.3** A Texas Education Agency depository contract will be forwarded to the successful proposer.
- 2.5.4** The District reserves the right to exclude direct payroll deposit service from the depository contract.
- 2.6.0 EMPLOYEE SOLICITATIONS:** SBISD and awarded vendor shall agree that, during the term of the contract, neither party will directly solicit, induce, or attempt to induce any of the other party's employees to leave the employment of the other party. This provision does not, however, restrict an employee of either party from exercising his/her individual rights to apply for any vacant position(s) with the other party.
- 2.7.0 DISCLOSURES -** By signing this proposal, a proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.
- 2.7.1 PROPOSER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the proposal.
- 2.7.2** By signing this proposal, a proposer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.
- 2.8.0 VENDOR PRESENTATIONS:**  
Vendor Presentations will be held (if warranted) at the Wayne F. Schaper, Sr. Leadership Center at 955 Campbell Road Houston TX 77024 (713/251-1106). **March 8, 2017 (AM) and March 9, 2017 (PM).** Vendors will be informed of their time by fax or email. Only vendors,

determined by SBISD to have offered the "Best value" will be contacted. Times and dates are final unless there is an unexpected "emergency" beyond SBISD control.

**All questions must be received in writing by the Director of Purchasing via fax (713/251-1115) or e-mail questions to [Elvanna.galbreth@springbranchisd.com](mailto:Elvanna.galbreth@springbranchisd.com) no later than noon on February 10, 2017. No addenda will be issued later than February 17, 2017**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each proposer, prior to submitting the proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

**In order to receive any addenda or clarifications that may be issued for this proposal, all prospective proposers must send an E-mail to [Elvanna.galbreth@springbranchisd.com](mailto:Elvanna.galbreth@springbranchisd.com).** Please state your name, company name, street address, phone number, fax number, e-mail address and Proposal number in your message.

Proposers may download **current Proposal** documents from SBISD website:

<http://www.springbranchisd.com/admin/purch/purchase/bid.htm>



**3.0.0 FELONY CONVICTION NOTICE**

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

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

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

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

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name \_\_\_\_\_  
*(Please print clearly or type)*

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

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**B.** My firm is not owned or operated by anyone who has been convicted of a felony.

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_  
\_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_  
\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:**

**Name and signature of company official should be the same as on the affidavit (Proposal Response Form, Section 13.0.0 (page 44))**

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for SBISD pursuant to this Proposal on any and all SBISD campuses or facilities. Vendor will not assign individuals to provide services at SBISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

**4.0.0 CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.capitol.state.tx.us/statutes/gv.toc.htm> . This law makes it necessary for the SBISD to determine the residency of its proposers. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that \_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_  
\_\_\_\_\_ in the state of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_ Title      \_\_\_\_\_ Date

5.0.0 DISCLOSURE: CONFLICT OF INTEREST STATEMENT

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">                 _____                  Signature of vendor doing business with the governmental entity             </p> <p style="text-align: right; margin-right: 100px;">                 _____                  Date             </p>		

**6.0.0 NO PROPOSAL NOTIFICATION**

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT  
Purchasing Department  
1031 Witte Road Building T-1A, Houston, Texas 77055-6016

SBISD is interested in receiving competitive pricing on all items it proposes. We place significant value on quality vendors and we also desire to keep your firm as a Proposer and a supplier of materials, equipment and/or services; therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:  
(Please place an **X** by one or more of the reasons listed below.)

- 1.  Do not supply the requested product/service.
- 2.  Quantities offered or scope of job is **TOO SMALL** to be supplied by my company.
- 3.  Quantities offered or scope of job is **TOO LARGE** to be supplied by my company.
- 4.  Specifications are "too tight" or appear to be written around a proprietary product. (Please elaborate on this item.)
- 5.  Cannot proposal against **MANUFACTURER** on this item.
- 6.  Cannot proposal against **JOBBER** on this item.
- 7.  Time frame for proposing was too short. (Please elaborate on your primary reason for this judgment.)
- 8.  Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU **DID NOT PROPOSE** and wish to remain on the SBISD proposal list for this item, please indicate:

- I wish to remain on the proposal list.
- I do not wish to remain on the proposal list.

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME, TITLE

\_\_\_\_\_  
PROPOSAL NO.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
A/C - PHONE NO.

\_\_\_\_\_  
ADDRESS      CITY              STATE              ZIP

\_\_\_\_\_  
A/C - FACSIMILE NO.

**7.0.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM  
FEDERAL FUNDS**

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm’s Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
*(Type or printed)*

Title of Authorized Representative: \_\_\_\_\_  
*(Type or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**7.0.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM  
NON - FEDERAL FUNDS**

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below SBISD – Non Federal Funds Certification by completing and signing this form.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services, Vendors receiving awards of contracts all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone # : \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
*(Type or printed)*

Title of Authorized Representative: \_\_\_\_\_  
*(Type or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**8.0.0 NON-COLLUSION STATEMENT**

"The undersigned affirms that he/she is duly authorized to execute this Bid/Proposal, that this company, corporation, firm, partnership or individual has not prepared this Bid/Proposal in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal as to prices, terms or conditions of said Bid/Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid/Proposal"

---

---

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone # : \_\_\_\_\_ Fax # : \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Printer Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature of Company Official Authorizing Bid/Proposal: \_\_\_\_\_

Name of Company Official: *(Please type/print)* \_\_\_\_\_

---

Official Position: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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## 10.0.0 PROPOSAL FORM

- 10.1.0 Proposal Questionnaire.** Questions in this package shall be completed and returned with the proposal. Proposer shall answer each question. Use additional pages if necessary, maintaining proper identification of items. If any question is not applicable (N/A) to your proposal, Proposer shall indicate in space for answering the question "N/A" rather leaving the question blank.
- 10.1.1 Information on Your Organization.** Submit general information about your organization. Comment in detail any potential changes anticipated in the organization structure or ownership. The District requires that if there are changes made in your organization which may affect the proposal submitted or the contract to be entered into with the District, it shall be incumbent upon the new organization to comply and meet with the terms of the proposal submitted and/or negotiated.
- 10.1.2 Conflict of Interest form completed and signed.** For the District to award a contract, the District must have on file the completed Conflict of Interest form Section 5.0.0 (See page 15). \*\*
- 10.1.3 SBISD** requires that awarded vendor(s) complete a "Request for Taxpayer Identification Number and Certification W-9, before payment(s) will be processed.\*\*

**\*\*Required only of awarded vendors**

### **NOTE:**

**SBISD schools will be closed for Martin Luther King Holiday Monday, January 16, 2017**  
**SBISD will be closed for Presidents Day Monday, February 20, 2017**  
**SBISD will be closed for Spring Break March 13 – 17, 2017**



**11.0.0 REFERENCES**

**11.1.0 Current Comparable Governmental Clients**

**REFERENCES**

1. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_
2. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_
3. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_
4. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
5. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_

**11.0.0 REFERENCES**

**11.2.0 Region 4 School District Clients**

**REFERENCES**

1. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_
2. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_
3. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_
4. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
5. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Length of Time Under Contract \_\_\_\_\_

**12.0.0 DEVIATION/COMPLIANCE SIGNATURE FORM**

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone # : \_\_\_\_\_ Fax # : \_\_\_\_\_

Email: \_\_\_\_\_

If the undersigned Bidder/Proposer intends to deviate from the Terms and Conditions or Items Specifications listed in this Bid/Proposal document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its Bid/Proposal award decisions, and the District reserves the right to accept or reject any Bid/Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Bidder/Proposer assures the District of his/her full compliance with the Terms and Conditions, Items Specifications, and all other information contained in this Bid/Proposal document.

Check response below:

No Deviation

Yes Deviations

\_\_\_\_\_  
Signature of Bidder/Proposer

\_\_\_\_\_  
Date Signed

If Yes is checked, please list below. Attach additional sheet(s) if warranted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13.0.0 BID/PROPOSAL RESPONSE FORM**

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex or disability unrelated to job performance of this Bid/Proposal.

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/Proposal Document. (Please initial in ink beside each addenda received.)

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned agrees to deliver all goods and/or services within \_\_\_\_\_ calendar days after receipt of order.

**SUBMITTED BY:**

Firm: \_\_\_\_\_  
(OFFICIAL Firm Name)

**MUST BE SIGNED IN INK TO  
BE CONSIDERED RESPONSIVE**

By: \_\_\_\_\_  
(Original Signature)

Name: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_ \_\_\_\_\_  
(Typed or Printed Name) (Date)

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone # : \_\_\_\_\_ Fax # : \_\_\_\_\_

Email: \_\_\_\_\_

**NOTE: Submit copy of Bidder's/  
Proposer's current W-9 Form**

Taxpayer Identification #: \_\_\_\_\_

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ Days