

I. PROPOSAL RESPONSE CHECKLIST

DEPOSITORY AGREEMENT

Bid Opening – May 15, 2026

City Hall Conference Room – 617 Tenaha Street, Center, Texas.

	ITEM DESCRIPTION	INCLUDED
1.	Signed, Dated, Completed, Sealed Proposal	
2.	New services information (if applicable) (Section 4.2)	
3.	Alternative services information (if applicable) (Section 4.3)	
4.	Sample account analysis format report (Section 4.4)	
5.	Funds availability schedule & explanation (Section 4.4)	
6.	Pricing information for purchase of checks (Section 5 – h)	
7.	“No Offer” Information (if applicable) (Section 6.6)	
8.	Audited Financial Reports & Quarterly Supplements (Section 8.2)	
9.	Proposal Statement (Section 9)	
10.	Executed Bank Depository Contract (Exhibit C)	

Proposing Bank/Depository Name: _____

Contact Person: _____

Signature: _____ Date: _____

Address: _____

Phone Number(s): _____ Fax Number: _____

Email Address: _____

RETURN THIS CHECKLIST AS PART OF THE PROPOSAL

II. CALENDAR OF EVENTS

DEPOSITORY AGREEMENT

<u>Date</u>	<u>Time</u>	<u>Item</u>
<u>Tuesday, April 14, 2026</u>		Distribute RFP (Request for Proposal) to Banks
Thursday, April 23,2026		Publish Public Notice in Light and Champion
May 15, 2026 (Friday)	2:00 p.m.	Receive Sealed Proposals and open publicly – City Hall Conference Room - City Hall – 617 Tenaha Street, Center, Texas – (Tabulating and Review Process Begins)
June 8, 2026 (Monday)	5:00 p.m.	Review Recommendation with City Council & Seek Their Award During Council Meeting. City Council Room, City Hall
July 1, 2026 (Wednesday)		Proposed date for new contract to begin



III. INTRODUCTION AND GENERAL INFORMATION

DEPOSITORY AGREEMENT

3.1 - OBJECTIVE/PLAN: The City of Center is seeking applications from eligible financial institutions (“Bank”) to be the banking services depository for the City’s public funds. This agreement will not cover any investment transaction activities other than safekeeping services. The City plans to manage its own investment portfolio. The City reserves the right to place or invest any of its surplus or excess funds outside the designated depository in any lawful manner throughout the term of the contract. In the event the City deems it beneficial to invest in certificates of deposit, the depository/Bank chosen as the City’s main depository/bank will be included in the bidding process for that investment option. The contract period will be three (3) years with a proposed start date of July 1, 2026. The contract also includes a provision for a one (1) year continuation up to two (2) additional years under the same terms and conditions of the contract, subject to the mutual agreement of both parties. The contract will also provide for an extension period not to exceed one hundred twenty (120) days for the transition to the new Bank depository. At the outset, the City wishes to communicate the primary objectives of the depository agreement, an important component of the overall treasury and debt management program of the City of Center:

- To seek a Bank that is both capable of providing comprehensive banking services, and willing to be attentive to the City’s money matters.
- To maximize the total dollars earned by the City on investment monies to be prudent and effective custodians of the taxpayers’ financial resources.
- To maintain a good working relationship with the depository Bank; and
- To adequately compensate the depository Bank for services provided to the City and to allow a reasonable profit to be earned, subject to competitive forces in the marketplace.

- To fully comply with the requirements of Texas Local Government Code Chapter 105, as amended.

3.2 - COMPETITIVE BIDDING PROCESS: This Request for Proposal (Bid) is intended to serve as the proposal form for the depository agreement. Contracting for banking services is an important financial management tool for the City. By incorporating the competitive bidding process into the contracting process, the City should obtain efficient and effective financial services. There are several blanks to fill in and questions to be answered. Any alterations, changes, or deletions to this RFP/Bid form may be reason for the City to disregard and reject the proposal. Any terms in this Request for Proposal which conflict with Chapter 105, as amended, of the Texas Local Government Code shall be deemed superseded by such chapter. Conflicts discovered between this RFP and state law by a bidder should be noted in such bidder's proposal form. Bidders will be required, if awarded the depository agreement bid, to execute the documents attached as Exhibit C, unless bidders note in their bid exceptions to the terminology in such exhibits. City will disregard any exceptions which conflict with Chapter 105 referenced above. All points outlined and materials requested will be incorporated into the bidder's reply to be considered for evaluation. *Attachments may be appropriate in order to answer some of the enclosed questions.*

The objectives of this proposal are to identify the institution that can offer the highest quality of service at the lowest cost to taxpayers. This objective is similar to all other goods and services placed on a competitive bidding approach by the City.

3.3 - LEVEL OF RESPONSIBILITY: The selected institution shall be responsible for compliance with the terms and provisions of this RFP, collateral requirements, applicable local, state, and federal laws as they apply to municipal public funds. Careful consideration and due diligence should be given to your response because the agreement involves the direct transfer and safekeeping of public monies and properties.

3.4 - BID EVALUATION AND SELECTION CRITERIA: The City staff will review the submitted proposals carefully. The recommendations will be based on the proposal determined to be best on behalf of the City and the taxpayers. The following areas will be considered in the evaluation of the proposals:

- The Financial Institution shall be a qualified depository for public funds in accordance with state and local laws.
- For consideration to financial institutions inside the corporate limits of the City of Center
- Ability to provide requested financial information in RFP.
- Complete responses to all items on bid forms
- Lowest aggregate banking service cost, consistent with ability to provide appropriate level of service as set forth in the RFP.
- Ability to provide access to on-line banking services. (e.g., Make account-to-account transfers, wire transfers, ACH debit and credit transactions, stop payments, view images of checks, etc.)
- Ability to meet all requirements in the RFP.

3.5 - INQUIRIES: All questions prior to award should be directed in written form using one of the following methods:

(1) Requests by letter may be mailed to the following address:
 City of Center
 Attn: Amanda Willey-Finance Director.
 P. O. Box 1744
 Center, TX 75935-1744

(2) E-mail requests may be directed to: awilley@centertexas.org

Modifications or additions may be made resulting from questions submitted. Notification of any such change(s) will be made in writing to all known bidders.

3.6 - AWARD PROCESS: Upon receipt and tabulation of evaluation criteria, the city staff may request proposers considered making oral presentations to key City staff and the City Council. City staff will recommend the best-qualified proposal to the City Council for their approval.

IV. SCOPE OF SERVICES

DEPOSITORY AGREEMENT

4.1 - OVERVIEW: Depository services to be provided are listed on the Bidding Form along with the estimated volumes. The following identifies and discusses the services to be provided.

1. **Central Accounts Payable Account (Pooled Cash)** -- This is a high activity account which will usually carry an average \$180,000 to \$400,000 balance. Either wire transfers or ACH transfers are utilized for investment opportunities as the opportunity arises.
2. **Operating Accounts/Capital Projects Accounts/Trust Accounts** -- The purpose of these accounts is to separate cash for appropriate funds. The activity on these accounts is generally low.

The City reserves the right to open or close any number or type of account throughout the period, as necessary.

Between these two types of accounts, the City should maintain an average cash balance between \$200,000 to \$500,000.

3. **Wire Transfers** -- The depository will facilitate incoming and outgoing transfers for investment transactions. All wire transfers must be properly noted on the bank statement (i.e., Wire Transfer-LOGIC). (If necessary, adjustments will be made for any lost interest or charges resulting from a "Fail" to consummate a transaction. Interest shall be calculated on a 365-day year using the current prime interest rate.)
4. **Account Reconciliation Services** -- Reconciliation services will include the following minimum requirements.
 - a. The depository will forward an account analysis statement which reports activity for all accounts monthly - within five (5) business days after month end. This report should include a breakdown in service costs and volumes incurred, as well as average balances. It is desired that a separate report be maintained for each account.
 - b. Provide a statement (for each account) on a monthly basis within five (5) business days after month end. The statement will reflect images of all cancelled checks, sorted by check number. The statement will also reflect all other items, such as debit and credit

memo items, deposit slips, wire transfers, ACH transactions, etc., in date order. This statement will also be made available in electronic form.

5. **Debit and Credit Memo Items** -- The depository will forward original debit and credit memo items for adjustments or corrections to the City within twenty (20) days of the original transaction. Adjustments or corrections made beyond the twenty (20) day original transaction date may not be accepted by the City.

6. **Returned Checks** -- All checks that were issued to the City and returned to the depository or rejected by the depository due to "Not Sufficient Funds" shall be processed by the depository a second time. The bank depository will notify the City of any "Not Sufficient Funds" items immediately by either FAX, mail, or e-mail. (A copy of the NSF item along with details of any applicable fees will be mailed to the attention of the Accounting Administrator). The item(s) and any fees as applicable will be charged back against the appropriate account.

7. **Payroll Direct Deposit** – The City offers this service to its employees. The Bank will be required to produce bi-weekly payroll transfers. The data is furnished by the City in an electronic file format for the transfer of funds directly to the financial institution as designated by each employee that participates in this program. Please state the Bank's procedure for this service and list appropriate cut-off times that would apply.

8. **Overdrafts** – The City does not intend to have an overdraft position on any of its bank accounts throughout the course of the depository contract. In the event a check is presented on any City account where the funds available are insufficient for payment, the City will require the depository bank to pay said checks and promptly notify the Finance Director or City Manager of the existence of the overdraft situation. The City agrees to cover the overdraft within one business day. Please describe the bank's policy regarding the payment of such checks and if a fee will be assessed.

9. Stop Payment Processing – Please detail the banks procedures for processing a “stop payment” request:

10. Safekeeping Services – The City seeks to be a good steward of any surplus funds and will frequently purchase investment securities to produce the highest yield possible while still considering issues of safety and liquidity. The City anticipates being an active investor. Please provide any applicable information regarding safekeeping services such as process, procedures, and fees.

11. Account Type – Please indicate the different types of accounts (e.g., checking, money market, etc.) that would be available to the City and the required account minimums as well as any benefit from each account type.

12. Positive Pay – The City does not presently use this type service. However, for future consideration we would like to know if the service is available. Please provide any applicable information.

4.2 - NEW SERVICES: To continue improving our service, we would like to review the cost benefit of any new services available which are not mentioned previously. Please provide the documentation necessary to give details of any additional services available.

4.3 - ALTERNATIVE SERVICES: If a service requirement cannot be met by a bank, the term “No Proposal” should be entered for that specific requirement. In the case of a “No Proposal” response, the bank may offer an alternative equivalent service for the City’s consideration. A detailed description of the alternative service and associated fees should be presented in the bid form or as attachments to this request for proposal.

4.4 -PRICING CONSIDERATIONS:

1. Fee Payment Method -- The City intends to pay for all account services provided by the Bank as set forth in “Section V. Bidding Form – Services and Fees”. The method expected to be used for the payment of these services is the direct payment or direct fee method. All account balances should be grouped together in consideration for the calculations. Several of the City’s accounts carry minimal balances as they are considered “Operating Accounts” or “Capital Project Accounts” and the funds are transferred in as required for accounts payable. These accounts will maintain a minimum monthly balance of \$1,000.00. It is desired that these accounts not be assessed a monthly service fee as a result of the minimal balance routinely seen on each account. It is requested that those service fees be waived in consideration of the overall balance of the City’s accounts. The City will require an account analysis report each month which will clearly show volume counts, fees charged, and the total price for servicing the accounts. The account

analysis report should also show all relevant balance information such as the average daily book balance **(Include a sample account analysis format report as part of the proposal).**

2. Crediting of Funds to Accounts -- Attach the bank's availability schedule and an explanation of how funds will be credited to the City's accounts.

3. Interest Earnings – The City requests information regarding earning interest on the funds in eligible accounts. Some of the City's accounts will contain funds which will be eligible to be interest-bearing accounts, while other accounts will not be eligible to be established as interest-bearing accounts. See the following list of current accounts and the interest-bearing status determined for each for purposes of this proposal:

Account Description	Interest Bearing Status	Balance as of 3.31.2026
New Pooled Cash	Yes	\$382,994.23
Pooled Cash	Yes	\$1,176.55
Economic Development 4A	No	\$1,094.72
Economic Development 4B Streets	No	\$479,060.47
Trust Fund	No	\$5,639.38
Center LGC	Yes	\$1,100.62
Airport Construction Fund	No	\$1,100.00
DOJ Seizure Fund	No	\$1,560.80
TIF Fund	No	\$1,100.00
TWDB Southside Sewer	No	\$2,595.00
Capital Improvement Fund	No	\$1,100.00

Please detail the method of calculating interest on the interest-bearing accounts. Please include information detailing the interest rates as paid over the past twelve (12) months.

Please describe how the Bank suggests providing the City the best interest rate earnings on investment securities placed at the Bank (e.g., rate differentials for Certificates of Deposit).

4.5 - MISCELLANEOUS INFORMATION REQUESTED:

The Bank is requested to thoroughly answer the following questions. Additional pages may be appended if space is inadequate.

1. How is the Bank chartered? _____

2. Does the Bank have any significant problems noted by regulatory agencies in the past twenty-four (24) months? Please answer "Yes" or "No." If "Yes," please explain.

3. Please identify the members of the proposed relationship team by completing the following information:

Duties and Description	Name	Title	Years with Bank

V. BIDDING FORM

SERVICES AND FEES

Service Unit	Unit Fee
Account Reconciliation	
ACH Withdraw Fee	
ACH Deposit Fee	
Withdraw Fee	
Deposit Fee	
On-Us Items Fee	
Not On-Us Items Fee	
Stop Payment	
NSF Items	
Wire Transfer – Outgoing	
EFT - Incoming	

List any other applicable Bank charges: Only the Bank charges listed above and in this section will be acceptable in the monthly account analysis. Once selected as the City’s Depository, no additional or increased fees for these services in the fee schedule may be charged to the City

during the initial three-year contract period or anyone-year extensions thereof without express written notification from the bank and written acceptance by the City.

Safekeeping Fees – Provide a detailed description of the monthly safekeeping fees and the fees associated with each transaction.

Other Services and Fees:

Additional pages may be attached if more space is required – but show the “Average Estimated Cost Per Month” in the space below.

Average Estimated Cost Per Month - \$ _____.

Miscellaneous Depository Services:	Applicable Fees
a. Stop payments	_____
b. Cashier’s checks	_____
c. Coin/currency service	_____
d. Night deposit bags and zippered cash bags	_____
e. Money orders	_____
f. Safe Deposit Box (2 medium size required)	_____

- g. Preprinted deposit slips in book form _____
(Pooled Cash Account only –
est'd annual volume - 15 books)

VI. BIDDING INSTRUCTIONS

DEPOSITORY AGREEMENT

6.1 - SEALED PROPOSAL INSTRUCTIONS: Please verify that all documents are properly signed.

Failure to do so may be cause for rejection of your bid. Proposals must be submitted on the City of Center RFP forms to be considered. Information submitted as exceptions to the required specifications must be submitted on vendor letterhead. *Return all pages of the original RFP* bound as originally presented. All RFP submissions must include a completed fee schedule in the form provided. Only the charges listed in Section V: Bidding Form – Services and Fees will be acceptable in the monthly account analysis. Once selected as the City's Depository, no additional or increased fees for services in the fee schedule may be charged to the City during the initial three (3) year contract period or subsequent one-year extensions. Any fee changes must be made in writing from the bank to the City and agreed to by the City. An account analysis must be forwarded to the City each month for review. Upon review and any necessary corrections, the City will authorize a debit to its "Central Accounts Payable" account. Under most circumstances, the review should be completed in five (5) business days. No interest or other late charge payment shall ever be due. (Services may be modified by mutual agreement. It is expected the range of services described in this RFP will be used for the length of the contract; however, the City may discontinue any service after sixty (60) days' written notification to the depository. Services may also be added, with costs of new services to be negotiated at that time.)

The sealed bids or proposals should be delivered to the following office with all the identifying information as shown:

**City of Center, RFP – Bank Depository Bid
Attn: City Secretary
617 Tenaha St.
P. O. Box 1744
Center, TX 75935-1744**

6.2- SEALED PROPOSALS SHALL BE RECEIVED NO LATER THAN:

- 2:00 p.m.
- Friday, May 15, 2026
- Mark Envelope: “City of Center, RFP – Bank Depository Bid”

6.3- PROPOSERS MAILING OR SHIPPING: Responders shall allow sufficient time to ensure delivery by the date and time specified. Proposals not submitted either complete or on time will be disqualified.

6.4- PROPOSALS WILL BE OPENED AND EVALUATE: by the City of Center staff after the final date and time set for receipt of the RFP bid information. After the public opening of the proposal/bid packets, the tabulation and review process will begin. The City may request proposers consider making oral presentations to key City staff and the City Council on request or to submit additional information, any and all of which may be used in forming a recommendation. Proposing banks may submit additional information for illustrative purposes only.

6.5- THE PROPOSAL SHALL BE OPENED: in the City Conference Room, 617 Tenaha Street, Center, Texas. The opening is a public meeting, and you are invited to attend.

6.6-“NO OFFER” PROVISIONS:– if you do not wish to submit a proposal at this time, please submit a “No Offer” by the same time and at the same location as stated above. The City of Center is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response any requirement of this RFP which may have influenced your decision to “No Offer.”

6.7 - IMPLEMENTATION PROCESS: – Please attach description, including timeline, of steps required for City and Bank to make transition from incumbent bank to successful proposing bank. The City anticipates approximately 60 days to make any transition. **Attach additional pages as necessary.**

6.8- PROPOSALS SHALL BE SIGNED: by a person having authority to bind the firm in a contract.

VII. TERMS AND CONDITIONS

DEPOSITORY CONTRACT

7.1 - CONTRACT TERM: The contract period will be three (3) years with a proposed start date of July 1, 2026. The contract also includes a provision for a one (1) year continuation up to two (2) additional years under the same terms and conditions of the contract, subject to the mutual agreement of both parties. The contract will also provide for an extension period not to exceed one hundred twenty (120) days for the transition to the new Bank depository. Cost adjustments, effective upon renewal, are to be negotiated in advance.

The City shall be given ample time to move funds and begin transactions upon a change in financial institution resulting from this proposal. All time sensitive transactions shall remain on deposit with the same depository under the same terms and conditions in effect during said contract until the date such transactions mature.

7.2 - CONTRACTING AGENCY: The contract resulting from this RFP will be administered by the Finance Department. The contract administrator will be:

Amanda Willey-Finance Director

Phone (936) 598-2941

7.3 - DEPOSITORY CONTRACT: This RFP is intended to serve as the bid form for the depository contract. It will be attached to the depository contract and incorporated therein for all purposes.

7.4 - CLARIFICATION: If additional information is needed to interpret the specifications, written questions will be accepted by Amanda Willey – Finance Director. Requests for clarification will be honored provided those requests are received no less than (96) hours prior to the published bid opening date and time (Bid opening date is Friday, May 15, 2026, at 2:00 p.m.). Please use one of the three methods listed below:

(1) Requests by letter may be mailed to the following address:

City of Center
Attn: Amanda Willey-Finance Director
P. O. Box 1744
Center, TX 75935-1744

(2) E-mail requests may be directed to: awilley@centertexas.org

7.5 - SECURITY OF FUNDS: Shall be provided for all funds deposited with the Depository.

Security may be in the form of bonds, federal insurance or secured by a pledge of securities. Pledged securities must be maintained by third party safekeeping in the City's name. Pledged securities must comply with depository collateral requirements as disclosed in Exhibit B. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be at a minimum 102% of the market value of the principal and accrued interest.

All securities pledged shall be direct obligations having a par value (or market value when less than par), exclusive of accrued interest, at all times at least equal to the total funds on deposit of the City.

The depository shall provide the City of Center finance department with a quarterly statement of securities pledged. The statement shall disclose an itemized listing of pledged securities showing name, description, par value, market value at statement date, and Moody's or Standard and Poor's rating. Any state or local governments bonds pledged must have a rating of "A" or better by Moody's Investor Service or a comparable rating from a different rating agency.

7.6 - RESPONSIVENESS: The detailed requirements set forth in this RFP are mandatory. Failure to respond to a specific requirement may result in disqualification. The City of Center reserves the right to reject any or all proposals and to accept the proposal it considers in the best interest of the City. The City reserves the right to wave formalities.

7.7 - INCURRING COSTS: The City of Center is not responsible for any cost incurred by responders in responding to this RFP.

7.8 - FIRM PRICE PERIOD: For the purpose of proper evaluation and approval, all prices, costs, and conditions shall remain firm and valid for a sixty (60) day period commencing on the day of the proposal opening. Upon award of contract all prices shall be firm and valid for duration of the contract.

7.9 - LATE PROPOSALS: Proposals received in the City Finance Office after submission deadline will be considered void and unacceptable. The City of Center is not responsible for lateness or non-delivery of mail, carrier, etc.

7.10 - WITHDRAWAL OF BIDS: Bids may be withdrawn on written requests received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the time fixed for the bid opening.

7.11 - PROPOSALS: Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons, may be present. The proposals should be received and acknowledged only to avoid disclosure of the contents to competing offerors and kept secret during negotiations.

However, all proposals shall be open for public inspection *after the contract is awarded*, except for trade secrets and confidential information contained in the proposal and *identified by offeror as such*.

7.12 - CONTRACT: This proposal, attached documents, and any negotiated terms, when properly accepted by the City of Center, shall constitute a contract equally binding between the successful offeror and the City of Center. No different or additional terms will become a part of this contract with the exception of Change Orders.

7.13 - CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City. The City will provide a written acceptance prior to implementation of any change order.

7.14 - CONFLICT OF INTEREST: There shall be no conflicts of interest from any public official involving this contract. Conflicts of interest will be determined by State Law and Attorney General Opinion.

7.15 - ETHICS: The offeror shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the City of Center, in relation to this contract.

7.16 - EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offeror has not taken exceptions, and the offeror shall be responsible for performing in strict accordance with the specifications of the RFP. The City of Center reserves the right to accept any and all or none of the exception(s) /substitution(s) deemed to be in the best interest of the City.

7.17 - ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Amanda Willey – Finance Director.

Addenda will be mailed to all who are known to have received a copy of the RFP. Offerors shall acknowledge receipt of all addenda.

7.18 - PROPOSAL MUST COMPLY: with all federal, state, county, and local laws concerning these types of financial issues.

7.19 - OFFERER SHALL PROVIDE: with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

7.20 - DEFAULT: In case of default, City of Center reserves the right to hold the original offeror or contractor liable for any and all resultant increased costs. The City of Center reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Center reserves the right to terminate the contract immediately in the event the successful offeror fails to meet schedules, defaults in the payment of any fees, or otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the City to exercise any or all of the following rights:

1. The City of Center may take possession of the assigned premises and any fees accrued or becoming due to date:
2. The City of Center may take possession of all goods, fixtures, and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
3. All other remedies provided by law.

In the event the successful bidder shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept or observed, the City of Center shall give the successful offeror written notice of such default. And in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful offer's rights shall terminate.

7.21 - SALES TAX: The City of Center is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include sales taxes.

7.22 - EQUAL EMPLOYMENT OPPORTUNITY: The potential contractor shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-Title 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to non-discrimination in employment because of race, religion, color, sex, handicap, or national origin. The proposer shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

7.23 - COLLUSION: In submitting this bid, proposer does hereby certify that they have not participated in nor been a party to any collusion, price fixing, or any agreement with any company, firm, or person concerning the enclosed bid.

7.24 - REMEDIES: The successful offeror and City of Center agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

7.25 - VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Center, Shelby County, Texas.

7.26 - ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of and acceptance by the City of Center.

7.27 - SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as

meaning only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

7.28 - RIGHT TO TERMINATE AND REBID RESERVED: The City of Center reserves the right to terminate this contract at its discretion and seek new bids if factors occur during the term of this contract which, in the City's opinion, would afford the City opportunities for higher income or lower cost that are not available from the depository award. A 30-day written termination notice is required.

7.29 - ACCESS TO RECORDS: The bank's records relating to the City of Center accounts shall be open to review by either City staff members or City-appointed independent auditors during normal business hours.

7.30 - FORMALITIES: The City of Center reserves the right to waive formalities in its consideration for award.

7.31 - CONTACT PERSON: Upon award of the contract the depository shall designate an individual to be the official contact person for all correspondence. The City of Center shall do the same. The bank shall be responsible for training and communicating the terms of this contract to its bank employees.

7.32 - PUBLIC NOTICE: The request for proposals has been duly advertised and is being offered for consideration to financial institutions with physical locations inside the corporate limits of the City of Center.

VIII. BANK CREDIT EVALUATION

DEPOSITORY CONTRACT

8.1 - CREDITWORTHINESS: Banks, to be eligible for award, must be creditworthy. City staff, in conjunction with the City's financial advisor, shall review financial information to make general assessments as to creditworthiness. This assessment shall be made to determine assessments as to determine acceptability and will not make a ranking in any order.

Should the City have concerns about eligibility, it may choose to use an outside bank credit rating organization to determine eligibility.

8.2 - AUDITED ANNUAL FINANCIAL REPORTS for the most recent period are to be submitted with this proposal. Additionally, quarterly financial reports from the date of last audit are to be provided with this proposal.

IX. PROPOSAL STATEMENT

DEPOSITORY AGREEMENT

"I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing proposal on behalf of the said.

(Bank Name)

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offeror is not now, nor has ever been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons, to offer or not to offer thereon."

Bank/Depository Name: _____

Address: _____

Telephone number(s): _____

Representative's Signature

Representative's Printed or Typed Name

Representative's Title

SUBSCRIBED AND SWORN To me by the above-named _____

_____ on this the _____ day of _____ 202_____.

NOTARY PUBLIC IN AND OF THE STATE OF TEXAS.

(Notary Stamp)