

RESOLUTION NO. 02-20-2024C

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GAINESVILLE, TEXAS AWARDED BID
NO. 2024-01 FOR DEPOSITORY BANK SERVICES.**

WHEREAS, competitive, sealed bids for Bid No. 2024-01 were opened and read in accordance with the law on February 7, 2024; and

WHEREAS, the proposal of First State Bank meets the requirements set forth in the proposal request and is the most advantageous proposal submitted.

WHEREAS, Staff recommends awarding the bid to **First State Bank, Gainesville**; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON FEBRUARY 20, 2024:

Section 1. Authorization to execute contract

That the City Manager is authorized to execute a contract with **First State Bank, Gainesville, Texas**, for the City of Gainesville Depository Bank Services.

Section 2. Term of contract

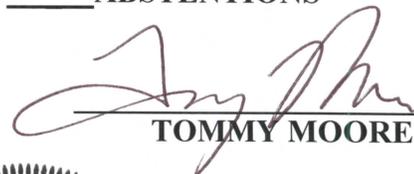
The depository agreement will be in effect for three (3) years with an option to renew for two (2) additional years, commencing April 1, 2024.

Section 3. Open Meeting Finding

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024 BY THE FOLLOWING VOTES:

6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS


TOMMY MOORE, MAYOR

ATTEST:


DIANA ALCALA, CITY SECRETARY



Request for Bank Depository Services

**EXHIBIT A
CITY OF GAINESVILLE, TEXAS
PROPOSAL FORM
DEPOSITORY BANK SERVICES**

Bank Name: First State Bank

Official Submitting: Tammy Dudenhoeffer

Type/Print Name

Title of Official: Senior Vice President/Accounting & Financial Reporting

Instructions

1. Enter a per-unit charge/credit or services listed below. Note that monthly activity amounts are estimates based on historical activity for all existing demand accounts. These estimates may not reflect future activity.

<u>Bank Service</u>	<u>Estimated Monthly Activity</u>	<u>Per Unit</u>
A. Account Maintenance	12	<u>NO CHARGE</u>
B. Total Checks Paid	450	<u>NO CHARGE</u>
C. Items Deposited:		
On us items	750	<u>NO CHARGE</u>
Foreign items	1100	<u>NO CHARGE</u>
D. Deposits/Credits Posted	500	<u>NO CHARGE</u>
E. Zero balance account maintenance		
Funding/Master Account	1	<u>NO CHARGE</u>
Sub Account	1	<u>NO CHARGE</u>
Listing of all Transactions		
Hitting Master Account		<u>NO CHARGE</u>
F. Funds Wire Transfer		
Incoming	5	<u>NO CHARGE</u>
Outgoing	10	<u>NO CHARGE</u>
G. Daily Overdraft Fee		<u>NO CHARGE</u>
H. Returned Checks:		
Charge Backs	20	<u>NO CHARGE</u>
Re-clears		<u>NO CHARGE</u>
I. Stop Payments		<u>NO CHARGE</u>
J. Preparation of monthly bank statement beginning with first day of month & ending with the last day of month, showing debits, credits and balance of each separate account and sequen- tial listing of cashed checks within five working days of closing date.		<u>NO CHARGE</u>
K. Internet Banking Service		
Accounts	12	<u>NO CHARGE</u>

L. Safekeeping service for any book-entry securities purchased		<u>NO CHARGE</u>
M. Account Analysis	12 accounts	<u>NO CHARGE</u>
N. Collection Items	1	<u>NO CHARGE</u>
O. Cashiers Checks	1	<u>NO CHARGE</u>
P. Coin counting & wrapping service	180	<u>NO CHARGE</u>
Q. Rolls of coin/straps of currency purchased	100	<u>NO CHARGE</u>
R. Overnight investment rate (Investment type limited by City Investment Policy)		<u>NO CHARGE</u>
S. Collateral report monthly	1	<u>NO CHARGE</u>
T. FDIC Insurance		<u>NO CHARGE</u>
U. Research items		<u>NO CHARGE</u>
V. Night Depository services		
Locking bags	35	<u>NO CHARGE</u>
Night Drop keys	5	<u>NO CHARGE</u>
W. Printed deposit slips in triplicate		<u>NO CHARGE</u>
X. Safe Deposit Box 5 X 10		<u>NO CHARGE</u>
Y. Direct Deposit of employee payroll checks	680	<u>NO CHARGE</u>

2. Discuss the interest rate formula to be used in calculating the monthly earnings credit on the Account Analysis Statement. Indicate the rate or index used and any adjustment to that to arrive at the effective earnings credit. Provide the earnings credit rate as of most recent date available, as well as a one-year history of the earnings credit rates.

Earnings Credit Rate: Current 0.45%

Earnings Credit Rate; One-year history 0.45%

First State Bank has a special interest-bearing account for public funds. This account is tied to the Fed Funds rate, therefore ensuring the City a flexible rate that is tied to a market index. The City will receive the Fed Funds target range lower limit less 15 bp with a floor of .25%. This guarantees the City earnings on collected balances. As of February 2, 2024, the interest rate is 5.10%.

SIGNATURE FOR ENTIRE PROPOSAL AND SUBMITTALS

FIRM: First State Bank

BY:  SVP
Signature Title

Tammy Dudenhoefter
Print or Type Name

ADDRESS: P.O. Box 10

Street Address and/or P.O. Box Number
Gainesville TX 76241-0010
City State Zip Code

Telephone Number 940-668-4328

Fax Number 940-668-4330

RETURN THIS FORM AS PART OF PROPOSAL

**CITY OF GAINESVILLE, TEXAS
200 SOUTH RUSK
GAINESVILLE, TEXAS 76240
(940) 668-4500**

PROPOSAL INVITATION

PROPOSAL TITLE: **Depository Bank Services**

PROPOSAL CLOSING TIME: **2:00 P.M. local time.**
 (By City Secretary Time Stamp)

PROPOSAL CLOSING DATE: **February 7, 2024**

PROPOSAL OPENING: **February 7, 2024, 2:00 P.M.**

PROPOSAL NUMBER: **2024-01**

This proposal request package includes:

PROPOSAL INVITATION

SERVICES REQUESTED

TERMS AND CONDITIONS

PROPOSAL FORMS *

Proposer's Affidavit
Proposal Form(s)

* Requires proposer's signature, and all pages must be returned with proposal.

**CITY OF GAINESVILLE, TEXAS
REQUEST FOR PROPOSAL
DEPOSITORY BANK SERVICES**

Section I. - Introduction

A. Request for Proposal

The City of Gainesville (City) is requesting proposals from qualified banking institutions to provide banking services to the City as described below. The objective of this Request for Proposal (RFP) is to identify the financial institution (bank) that can offer the highest quality service at the lowest cost to the City. This objective is similar to all other goods and services placed on a competitive bidding approach by the City. Services provided will be in accordance with the Bank Depository Contract and attachments executed between the City and the Bank.

This RFP consists of six sections and Exhibit A. This first section contains an introduction and qualifications for submitting a proposal. The second section contains the proposal procedures. Section three contains the selection process. The fourth section contains the contract terms governing the proposals. Section five describes the banking services to be provided. Section six specifies the required information to be submitted in the proposal. Exhibit A is the proposal form, which shall be used to indicate the fees charged for banking services.

B. Conditions Qualifying a Banking Institution to Propose

The proposer must be a Federal or State of Texas chartered banking institution with headquarters and/or branch banking facilities located within the city limits of Gainesville. If the headquarters of the proposer is not located within the city limits, a branch bank of the proposer located within the city must be able to offer the full range of banking services required by this RFP.

Section II. - General Requirements

A. The proposer shall use the attached Proposal Form, Exhibit A, in submitting a proposal. It is required that the Proposal Form be completed in its entirety. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections shall be initialed in ink by the person signing the proposal.

B. If a service requirement cannot be met by a proposer, then the term “No Proposal” should be entered on the Proposal Form for that specific requirement. In the case of a “No Proposal” remark, the proposer may offer an alternative equivalent service for the City’s consideration.

- C. Services for which a proposer intends to charge a fee must have the applicable fee indicated in the Proposal Form. Any service which does not have a fee indicated on the Proposal Form will be considered to be free of charge in the Depository Bank Contract.
- D. The proposer shall respond to all requirements discussed within the request for proposals. It is recommended that the responses be included in a separate section.
- E. All exceptions to any point of the RFP must be clearly shown. It is suggested that exceptions be included in a separate section within the proposal for clarity.
- F. The proposal must be submitted in a sealed envelope bearing the title “Bid 2024-01 Depository Banking Services” along with the name and address of the proposer. The proposal shall contain three (3) copies of the completed Proposal Form and the other required information identified below and shall be directed to: City of Gainesville, Attention: Diana Alcala, City Secretary, 200 S. Rusk, Gainesville, Texas 76240, to arrive no later than 2:00 P.M., February 7, 2024. Proposals may be submitted in person, by U.S. Mail, special delivery, or courier service. No telephone, telegraphic, or facsimile proposals will be accepted.
- G. A proposer may submit written questions in order to clarify any matters relating to this RFP. The proposer’s question and the City’s response will be shared with all proposers that obtained an RFP.
- H. The Finance Director (940-668-4512) may be contacted for any questions concerning this RFP.
- I. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.
- J. All costs incurred by the proposer in responding to the RFP shall be borne by the proposer.
- K. Unauthorized modifications of bid specifications, forms, or terms may render the proposal invalid.
- L. Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition intended by the proposer, may be rejected. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, or the contents of the proposal, the proposal shall be rejected.

Section III. - Selection Process

The Director of Finance will evaluate the merit of the proposals received. The sole objective of this evaluation will be to recommend the bank whose proposal is most responsive to the City’s banking needs. While the specifications of this RFP represent the minimum performance necessary for response, the City will consider additional services in the final selection process.

The following criteria will be used to evaluate the proposals submitted in response to this RFP (criteria listed not in order of importance; criteria have different weighted values).

- A. Meeting the legal qualifications and the terms and conditions specified in the RFP;
- B. Completeness of Exhibit A, the Proposal Form;
- C. Submission of the required information;
- D. Ability of the proposer to provide the banking services described in the RFP;
- E. Financial condition of the proposer;
- F. Cost of the proposed banking services;
- G. Incorporation of effective and innovative cash management services; and
- H. Experience and success in providing banking services to municipal governments in Texas.

Section IV. - Contract Terms

- A. The initial Contract term will be three (3) years with an option to renew for an additional two years. The term shall commence April 1, 2024. Upon expiration of the initial term or the additional term, the Depository Bank will agree to hold over under the terms and conditions of the Contract for such period of time as is reasonably necessary to re-solicit and select a new depository. All fees shall be fixed for the initial three-year term. If the Contract is renewed for the additional two-year term, fees may be renegotiated upon terms acceptable to both parties. All new fees would be fixed for the term of the additional two years.
- B. The Depository Bank Contract will be awarded to the bank whose proposal conforms to the RFP and is most advantageous and cost effective to the City. The City of Gainesville Bank Depository Contract is expected to be awarded at a Gainesville City Council meeting in March 2024, at the City Hall Building located at 200 S. Rusk, Gainesville, Texas.
- C. The following additional agreements will be executed between the designated bank and the City to be effective on/about April 1, 2024;
 - 1. Banking Services and Depository Agreement
 - 2. Custodial Agreement

Additional contracts and agreements relating to the normal conduct of banking transactions may be required during the term of the Bank Depository Contract. All supplemental contracts and agreements to the Bank Depository Contract must be approved as to both form and content by the Director of Finance and the City Attorney.

All supplemental contracts and agreements will become attachments to the Banking Services and Depository Agreement.

- D. City deposits in excess of the Federal Deposit Insurance Corporation insured coverage shall be secured by the pledge of eligible collateral having a market value, at all times, equal to or greater than 105% of the aggregate of said deposits. The collateral requirements set forth in the Public Funds Collateral Act must be adhered to at all times.
- E. If a bank does not execute a Banking Services and Depository Agreement and additional agreements within ten (10) business days after being notified of selection, the City may give notice to the bank of the City's intent to select the next most qualified proposing bank or call for new proposals, whichever the City deems most appropriate.
- F. The depository contract shall provide that the City reserves the right to cancel any agreement at any time upon ninety (90) days prior written notice of its intent to terminate any agreement. The designated depository shall provide the City ninety (90) days prior written notice of its intent to terminate any agreement. A decision to terminate the depository contract may not be as a result of an offering of a lower price from another financial institution during the contract period.

G. Qualification as Depository

- 1. The bank to qualify as a municipal depository, must, not later than five days before the commencement of the term of the depository services contract, provide security for the municipal funds to be deposited in accordance with the terms of the depository services contract.
- 2. Chapter 2257, Collateral for Public Funds, Government code governs the type, level, substitution, possession, release, and method of valuation of the security necessary to secure the deposit of municipal funds.

Note: Banks cannot use CMO's as collateral for CD's or repurchase agreements. Banks should limit collateral types to that type of investment stated in City's Investment Policy.

H. Conditions to Acting as Depository

- 1. The depository shall:
 - a. keep the municipal funds covered by the depository services contract;
 - b. perform all duties and obligations imposed on the depository by law and under the depository services contract;
 - c. pay on presentation all checks drawn and properly payable on a demand deposit account with the depository;
 - d. pay all transfers properly payable as directed by a designated officer;
 - e. provide and maintain security at the level required by the provisions of Chapter 2257, Collateral for Public Funds, Government Code; and
 - f. account for the municipal funds as required by law.

2. Any suit brought in connection with a depository services contract must be tried in the county in which the city hall of the municipality is located.
 3. The Depository Bank shall carry insurance in the following types and amounts for the duration of the Contract and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof.
 4. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 *et seq* Tex. Rev. Civ. Stat.) and minimum policy limits for Employers Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit, and \$250,000 per disease per employee.
 5. Commercial General Liability with a combined single limit of \$500,000 per occurrence.
 - a. The Depository Bank shall maintain coverage for the duration of the Contract and for two years following the completion of the Contract or the warranty period, whichever is longer. The Depository Bank shall provide the City annually with a certificate of insurance as evidence of such insurance and naming the City of Gainesville as "an additional named insured". The premium for the extended reporting period shall be paid by the Depositor.
 6. If the Depository Bank fails to provide insurance in accordance with the insurance provisions of this agreement, the Depository Bank agrees to assume full responsibility and liability for the work performed under this agreement and hereby agrees to indemnify, protect, and hold harmless the City, its officers, employees, agents, and servants from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, persons and any losses for damage to property caused by or alleged to be caused by, arising out of or alleged to arise out of, either directly or indirectly, or in connection with this agreement or the work to be performed hereunder, whether or not said claims, demands, causes, or action are caused by the sole negligence of the City, its officers, employees, agents, or servants, or whether it was caused by concurrent negligence of the City, its officers, employees, agents, and servants and some other third party. The Depository Bank further agrees to waive any and all claims and suits covered by this agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the City, its officers, employees, agents, or servants.
- I. Each proposal must include a proposed implementation plan that describes a time schedule consistent with a contract commencing April 1, 2024 and a description of City and the Depository Bank responsibilities through the implementation phase. This description should clearly state all expected conversion costs along with which party will incur these costs.

Section V. - Banking Services to be Provided

- A. Banking services to be provided are listed in Exhibit A, the Proposal Form, along with estimated monthly volumes. The following identifies and discusses the services to be provided:
1. Controlled disbursements.
 2. Daily balance reporting. Provide the following with the Proposal Form so that this service may be evaluated:
 - a. Sample daily balance report;
 - b. Current availability schedule;
 3. ACH debits and credits.
 4. Wire transfers. Incoming and outgoing transfers and inter-account transfers will be performed electronically.
 5. Account reconciliation services. Reconciliation services will include the following minimum requirements:
 - a. Return all canceled checks or images, sorted by check number on a monthly basis within five (5) business days after month end.
 - b. Return all other items or images, such as debit and credit memos and deposit slips in date order, on a monthly basis within five (5) business days after month end.
 6. Debit and credit memos. The Depository Bank will forward original debit and credit memos for adjustments or corrections to the City within ten business days of the original transaction. Adjustments or corrections to transactions which occurred more than ten business days prior to the adjustment or correction will not be accepted by the City.
 7. Account analysis statement. The Depository Bank will forward an account analysis statement, which reports activity for all accounts on a monthly basis to the City's Finance Department within ten business days after month end. This report shall include a breakdown of service costs and incurred volumes, average balances and earnings credit information. A summary report for all accounts shall be generated.

Note: Submit a sample account analysis statement with proposal.
 8. Returned checks. All checks returned to the bank or rejected by the bank due to non-sufficient funds shall be processed by the bank a second time. All checks for all accounts returned a second time shall be debited to the account entitled "City of Gainesville Operating Fund".

9. Custodial and safekeeping services. The Depository Bank may serve as the primary custodial agent for the City. Services to be provided would include the safekeeping of investment securities purchased by the City and securities delivered as collateral for repurchase agreements with other financial institutions or securities dealers. The Depository Bank must have the capability of executing, on behalf of the City, delivery versus payment (DVP) transactions for both purchases and sales, settling through the Federal Reserve Bank or a New York correspondent bank.

The City also requires the designation and use of a financial institution to serve as a secondary custodial agent. This institution will provide safekeeping of securities pledged as collateral by the Depository Bank. Since the secondary custodial agent may hold securities for an extended period of time, this service will also include the collection of periodic interest payments for the securities held and the wiring of those payments to the appropriate party.

The Depository Bank will pledge eligible securities with the secondary custodial agent for the account of the City as set forth in the Public Funds Collateral Act and as limited by the City's Investment Policy. The Depository Bank will mark to market all collateral, daily, held for the City.

If the Depository Bank does not desire to collateralize deposits, then it shall enable the City to sweep excess master account funds into a money market mutual fund.

Note: Proposer shall indicate proposed option.

10. The Depository Bank shall provide City with a master account and zero balance all subsidiary accounts daily. The master account will pay all debit accounts and receive all credit account funds.
11. Miscellaneous bank services:
 - a. Online stop payments
 - b. Cashier's checks
 - c. Printed three part deposit slips
 - d. Online banking
 - e. Direct deposit of payroll for employees

B. Direct Fees for Services Provided

The City desires an equitable reimbursement arrangement for the banking services provided by the Depository Bank. A direct fee basis for services provided by the bank with an offsetting earnings credit for available balances on hand is the arrangement preferred by the City. This process requires the monthly calculation of a net banking service cost. The Depository Bank will calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis statement. The net of total service costs and total earnings credits equals net banking service costs for the month.

The Finance Director shall have ten (10) business days after receiving the account analysis statements to review and authorize a bank debit for the net banking service cost for the month.

C. Funds Transfer

Incoming wire transfers occur occasionally. The Depository Bank will give both ledger credit and availability of wire transfers the day of receipt, regardless of the time the bank receives the transfer through the Fedwire system. Credit to City accounts for incoming wire transfers should be immediate.

The Depository Bank will not charge the City for daylight overdrafts. When a daylight overdraft is anticipated, a City Official will notify a designated Bank Official of the situation. Both the City and the Depository Bank will take appropriate action to avoid a daylight overdraft.

D. Major Account Information:

1. Operating Account

- The City departments are responsible for making their own deposits and require a 24-hour deposit capability. The average is 8 deposits each day.
- The Depository Bank must be able to provide daily balances and account activity for each account. The City currently views account information through online computer access.
- The City currently has approximately 1,200 utility customers that allow their account to be drafted for their monthly bill.
- The City has 10 MasterCard/Visa terminals with online service. The City Airport also has an online service credit card terminal for fuel sales.

2. Payroll Account

- The City is currently on a bi-weekly payroll basis, paying an average of approximately 225 employees every other Thursday. The net payroll amount averages over \$400,000 per payroll.
- All City employees are required to have their payroll check to be directly deposited. The City currently provides to the bank the employee's name, employee ID number, bank account number, routing number, and amount online two days prior to payday.

3. Certificates of Deposit

- The City may invest in Certificates of Deposit for six months to a year in the amount of \$500,000 to \$1,000,000. These funds must be secured as stated in Section IV, sub-item D of this document. Interest rates for Certificates of Deposit to be paid to the City.

Section VI. - Required Information

The following documents must be submitted with the completed Proposal Form by the proposer:

- A. Quarterly call reports for the past year.
- B. Annual audited financial reports for the most recent two years and unaudited financial reports for the current year;
- C. Daily balance reporting:
 - 1. Sample daily balance report;
 - 2. Current availability schedule;
- D. Statement on quality assurance standards and customer satisfaction procedures; and
- E. Sample account analysis statement.

Request for Bank Depository Services

**EXHIBIT A
CITY OF GAINESVILLE, TEXAS
PROPOSAL FORM
DEPOSITORY BANK SERVICES**

Bank Name: _____

Official Submitting: _____
Type/Print Name

Title of Official: _____

Instructions

1. Enter a per-unit charge/credit or services listed below. Note that monthly activity amounts are estimates based on historical activity for all existing demand accounts. These estimates may not reflect future activity.

<u>Bank Service</u>	<u>Estimated Monthly Activity</u>	<u>Per Unit</u>
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E. Zero balance account maintenance		
Funding/Master Account	1	_____
Sub Account	1	_____
Listing of all Transactions Hitting Master Account		_____
F. Funds Wire Transfer		
Incoming	5	_____
Outgoing	10	_____
G. Daily Overdraft Fee		_____
H. Returned Checks:		
Charge Backs	20	_____
Re-clears		_____
I. Stop Payments		_____
J. Preparation of monthly bank statement beginning with first day of month & ending with the last day of month, showing debits, credits and balance of each separate account and sequen- tial listing of cashed checks within five working days of closing date.		_____

Request for Bank Depository Services

<u>Bank Service</u>	<u>Estimated Monthly Activity</u>	<u>Per Unit</u>
K. Internet Banking Service		
Accounts	12	
L. Safekeeping service for any book-entry securities purchased		
M. Account Analysis	12 accounts	
N. Collection Items	1	
O. Cashiers Checks	1	
P. Coin counting & wrapping service	180	
Q. Rolls of coin/straps of currency purchased	100	
R. Overnight investment rate (Investment type limited by City Investment Policy)		
S. Collateral report monthly	1	
T. FDIC Insurance		
U. Research items		
V. Night Depository services		
Locking bags	35	
Night Drop keys	5	
W. Printed deposit slips in triplicate		
X. Safe Deposit Box 5 X 10		
Y. Direct Deposit of employee payroll checks	680	

2. Discuss the interest rate formula to be used in calculating the monthly earnings credit on the Account Analysis Statement. Indicate the rate or index used and any adjustment to that to arrive at the effective earnings credit. Provide the earnings credit rate as of most recent date available, as well as a one year history of the earnings credit rates.

SIGNATURE FOR ENTIRE PROPOSAL AND SUBMITTALS

FIRM: _____

BY: _____
 Signature Title

 Print or Type Name

ADDRESS: _____
 Street Address and/or P.O. Box Number

 City State Zip Code

Telephone Number _____ Fax Number _____

RETURN THIS FORM AS PART OF PROPOSAL

PROPOSAL AFFIDAVIT

AUTHORIZED OFFICER: All pages in proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the services stated in the accompanying proposal. The period of acceptance of this proposal will be ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated by proposer.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,
on this day personally appeared _____, who after
being by me duly sworn, did depose and say:

I _____ am a duly authorized officer or/agent
(name)
for _____ and have been duly authorized to
(name of firm)
execute the foregoing proposal on behalf of said: _____.
(name of firm)

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.

Name and address of Proposer: _____

BY: _____
(Print name) (Signature) (Title)

SUBSCRIBED AND SWORN to before me by the above named _____
_____ on _____, 2024.
(Date)

Notary Public in and for the State of _____

RETURN THIS AFFIDAVIT AS PART OF PROPOSAL

City of Gainesville, Texas
Bid #2024-01
Bank Depository Services

The City of Gainesville, Cooke County, Texas will accept sealed bid proposals for Bank Depository Services until 2:00 p.m., February 7, 2024, in the office of the City Secretary, Municipal Building, 200 S. Rusk, Gainesville, Texas. Bid Proposals will be publicly opened and read aloud in Council Chambers at 2:00 p.m. The bid will be awarded at a regular City Council Meeting after review by staff.

Bid packets may be downloaded from a link on the City of Gainesville website www.gainesville.tx.us under Bid Opportunities, or by contacting Diana Alcala, City Secretary. For questions regarding this bid, contact J. I. Johnson, Finance Director (940-668-4512).

Faxed, emailed, or electronic submittals will not be accepted. Submit sealed bids, clearly marked as follows:

Bid 2024-01 Bank Depository Services
Attn: Diana Alcala, City Secretary
City of Gainesville, Texas
200 S. Rusk Street
Gainesville, TX 76240

The City of Gainesville reserves the right to waive any or all formalities and to reject any or all bids.

CITY OF GAINESVILLE

BID NO. 2024-01

BID NAME: *Depository Bank Services*
 BID CLOSING DATE: *2-7-24 @ 2:00 PM.*

NO.	ITEM DESCRIPTION	BIDDER <i>First State Bank</i>	BIDDER <i>First United Bank</i>	BIDDER	BIDDER
	DATE RECEIVED	<i>2-5-24 9:44 am</i>	<i>2/7/24 1:08 PM</i>		
1	BID PROPOSAL	<i>no charge</i>	<i>charges in proposal</i>		
2					
3					
4					
5					