



**CITY OF TOOL
REQUEST FOR PROPOSALS**

RFP # 2026-01

TOOL DEPOSITORY SERVICES

SUBMITTAL DEADLINE: FEBRUARY 8TH, 2026 – 11:59 PM CST

**CITY OF TOOL
701 N. TOOL DR.
TOOL, TX 75143
(903) 432-3522**

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I. INTRODUCTION

A. Request for Proposal

The City of Tool (COT) is pleased to issue this Request for Proposal (RFP) for Banking Services.

The City of Tool is seeking sealed proposals from institutions to administer their extensive banking and deposit operation to further their objectives of; maintaining security of funds, enhanced fund availability, increased use of technology, and comparable market charges for banking services.

The scope of services will include, but is not limited to, general account services, information reporting, reconciliation, electronic funds transfer, positive pay, controlled disbursement, return of items processed, image capture, custody services, electronic receipt and payment platforms to provide treasury management services.

Institutions eligible to respond to this RFP are those defined in the Texas Local Government Code, Chapter 105, Depositories for Municipal Funds, and who are a qualified public depository in accordance with the State of Texas General Statutes. The bank must be a member of the Federal Reserve System and comply with all applicable state and federal laws, regulations, statutes and policies. The bank must be a State of Texas or federally chartered financial institution and in good standing among other comparable banks.

All qualified banking institutions will be considered. We encourage you to be creative and educational in your responses.

This Request for Proposal, or "RFP", is intended to serve as the bid form for the depository agreement. There are several blanks to fill in and questions to be answered. The depository contract shall be prepared based on the bidder's response to the RFP. All points outlined and materials requested should be incorporated into the bidder's reply to be considered for evaluation. Attachments will be appropriate in order to provide more clarification of the bidder's response and to provide investment services separately from the main response to the RFP.

B. Scope of Services

The selected Respondent shall furnish sufficient organization, personnel and management staff with the necessary skill and judgement to perform all the duties and responsibilities normally associated with providing comprehensive banking services to a large organization with public funds.

The services proposed by the Respondent shall fully detail the proposer's offer pertaining to each of the following, including the submittal of sample forms and investment information, if applicable.

The contract period will be three (3) years, beginning March 2nd, 2026 and ending March 1st, 2029, or thereafter until the successor depository shall have been duly selected and qualified according to State laws. 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 this agreement.

C. OBJECTIVES OF THE PROPOSAL

The primary objectives of the bank depository agreement, an important component of the overall treasury program of the City are as follows:

- To seek a bank capable of providing banking services and willing to be attentive to the City's money matters;
- To seek a bank which meets the legal qualifications and the terms and conditions specified in this Request for Proposal;
- To develop a foundation for a good working relationship with the depository bank; and
- To adequately compensate the depository bank for services provided and to allow a reasonable profit to be earned, subject to competitive forces in the market place.

II. CALENDAR OF EVENTS

<u>Target Date</u>	<u>Description of Events</u>
January 18 th - February 8 th , 2026	Advertise bank depository public bid notice in the newspaper and on the City's official website.
February 8 th , 2026	Written/Emailed requests for additional information due by 11:59 p.m. via email or in-person at 701 N. Tool Dr., Tool, TX 75143
February 9 th , 2026 at 10 a.m.	Proposals received and opened at an open public bidding, located at the Oran White Civic Center, 701 N. Tool Dr., Tool, TX 75143
February 19 th , 2026	Approval and Award of Contract by City Council.
March 2 nd , 2026	Contract Term Begins.

III. CRITERIA FOR EVALUATION

The City will review the submitted proposals carefully. The recommendations will be based on the bid determined to be in the best interests of the City and the taxpayers. Only banking institutions that meet the legal qualifications of the RFP, have a sound financial condition, and are able to provide sufficient collateral for deposits will be considered. Other evaluation criteria with associated weights shall consist of the following:

Bidder will be judged on the basis of:

Evaluation of Factors		Percentage Allocation
Ability of the bank to perform the requested services in the RFP.		25%
Cost of the proposed banking services net of effective rates. (Includes evaluation of cost factors of transitional expenses to City)		25%
Securities clearance and safekeeping procedures.		25%
Ability and experience and success in providing banking services to municipal governments in Texas, with effective and innovative cash management services and reporting.		25%

Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a depository contract.

IV. CITY ACCOUNT INFORMATION

The City intends to initially establish and maintain the following bank accounts. Other accounts may be set up as needed during the term of the contract.

Ad Valorem Account	Interest Bearing Account (No checks needed)
General Fund	Demand Deposit Account
City Hall Construction	Interest Bearing Account (No checks needed)
Escrow Draw Account	Interest Bearing Account (No checks needed)
Capital Improvement Fund	Interest Bearing Account (No checks needed)
Park Construction Fund	Demand Deposit Account (Interest Bearing)
HOT Funds	Interest Bearing Account (No checks needed)
Court Security & Tech Fund	Interest Bearing Account (No checks needed)
Emergency Fund	Interest Bearing Account (No checks needed)
Police Seizure Fund	Demand Deposit Account
Municipal Court Fund	Demand Deposit Account (Interest Bearing)
Municipal Court Security Fund	Interest Bearing Account (No checks needed)
Municipal Court Technology Fund	Interest Bearing Account (No checks needed)
Interest & Sinking Fund	Interest Bearing Account (No checks needed)

Ad Valorem Account is the account that houses nearly all of the city's income, in the form of property taxes paid year-by-year by residents of Tool. This account needs to be interest-bearing.

General Fund Account will constitute almost all of the City's banking business. This account is used to issue daily accounts payable checks. This account also collects all daily City deposits. All securities clearance and safekeeping activity of investments will be debited or credited against this account. This account requires check fraud protection via positive check verification of issued check numbers against check numbers and check amounts that are presented for payment. The City is also considering the use of payee positive pay fraud protection on this account. Account reconciliation service will be required for this account.

The City Hall Construction Account is set up for all expenses paid for the City Hall Construction project, that started in 2024. The expenses and this account should close by Spring 2026.

The Escrow Draw Account is an interest-bearing account that holds the cash for the Litchfield annexation the city went into an agreement in February 2023. The funds in this account are not expected to be expensed periodically until 2027, at the earliest.

The Capital Improvement Account is an account that keeps leftover general fund monies, from previous fiscal years, expensed in accordance with Ordinance 2023-13. This fund is one of the city's most robust funds, similar to the Ad Valorem Fund account.

The Park Construction Fund Account is an account that keeps funds used in the construction of the Eight at Tool park. Most of these monies are leftover from a grant, from Texas Parks & Wildlife, first applied for in 2019 and expended mostly in 2025.

The HOT Funds Account is an account used in accordance with Section 351 of the Texas Tax Code, from revenues of those staying in short-term rentals or hotels in the City of Tool. This account captures revenue once each quarter, mostly.

The Court Security & Tech Fund Account is an account, created in 2025, after House Bill 1950 was passed, that consolidates revenue from citations to be used for the purposes of improvements the municipal court for security and technology purposes.

The Emergency Fund Account is an account that is seldom used in the City of Tool, for the explicit purposes of the City Council and decisions they may deem as an "emergency" for the City of Tool.

The Police Seizure Fund Account is an account, used in accordance with Chapter 59 of the Code of Criminal Procedure. This account is for the seizure and enforcement of property linked to crimes. This account shall have no account analysis charges against it.

The Municipal Court Account is an account set up to receive most of the municipal court's income and also is used to send monies out to the Texas Comptroller.

The Municipal Court Security Account is an account that is used only for improvements to the Municipal Court for security purposes, in accordance with the Texas Code of Criminal Procedure Article 102.017.

The Municipal Technology Account is an account that is used only for improvements to the Municipal Court for technological purposes, in accordance with the Texas Code of Criminal Procedure Article 102.0172.

The Interest & Sinking Fund Account is the account that houses nearly all of the city's indebtedness income. This fund is allocated and revenue is raised, by the calculation of the tax rate.

V. BANKING SERVICES AND CITY REQUIREMENTS

A. GENERAL DESCRIPTION OF SERVICES

Banking services to be provided are listed on the Bid Form, along with estimated volumes. The following identifies and discusses the services to be provided and the requirements to be met. Please attach copies of reports and separate agreements that apply to each service, if applicable.

1. PC & Mobile Online Banking Services.

The City requires a PC & mobile online balance reporting system which will provide the daily ending ledger and collected balances from the prior day for all accounts and a detail of the prior day's debits and credits. Current day account balance and activity detail inquiry capability is required. The bank should provide the capability to perform online stop payments, repetitive and non-repetitive wire transfers, additions and deletions and overrides to the check fraud protection feature through its PC online banking system.

2. Transaction Services.

The Bank is to provide processing of all deposited items of checks and cash to include encoding services, credit and debit advices given to the City within three business days of the debit or credit, clearing returned items twice, and return of receipted copies of deposit slips to the City within one business day of the deposit.

3. General ACH Services.

Currently, ACH services consist primarily of transactions from federal and state funding agencies, Henderson County Tax Office, and other city customers. ACH services are needed to fund the City's bi-weekly payroll and weekly bank drafting. This service is anticipated to be expanded to include ACH for vendor drafts to reduce the number of checks.

The response to the RFP should describe the financial institution's ability to provide the proposed services including:

- a. Method by which the City can submit ACH files or initiate ACH via bank software
- b. Pre-notification policy and cost
- c. Funding requirements for the ACH payment file
- d. Security measures for ACH initiative/origination and ACH reception (ACH filters and blocks)
- e. Deadlines for ACH
- f. Availability of same day ACH
- g. Does the bank offer both ACH Debit and ACH Credit Programs? Please describe any differences in requirements

4. Wire Transfer Services.

General wire transfer services including a customer direct-link to allow initiation of repetitive and non-repetitive wire transfers via the bank depository's online banking portal by the customer's personal computer. The bank should have the ability to make wire transactions by phone or facsimile on the same business day and mailed within three days of wire debit or credit should the bank's online access become unavailable.

5. Account Reconciliation Services.

Bank statements on all accounts shall be rendered within seven (7) working days after the close of the calendar month. Statements shall include transaction activity made on the last day of the period. Processed check activity should be available on the banks' website and cancelled checks should be submitted to the customer on CD format for the operating account. Copies of deposit corrections should be included with the bank statements. In addition to the bank statements that are required on each account, a report on paid and unpaid items and a report for miscellaneous debits and credits that balance to the bank statements are required for the operating and payroll accounts.

Responses to the RFP should provide:

- a. A sample copy of the bank's monthly statement
- b. A sample of the account analysis statements, if applicable
- c. The bank's Earnings Credit Rate and how it is calculated and applied to the monthly analysis statement
- d. The current FDIC rate and how it is computed and charged
- e. Describe services, including when reports are available and how they are made available, how long report images are maintained and how they are maintained.

6. Account Analysis Statements.

The City intends to pay for all account services provided by the bank as set forth on the Bid Form. The City shall require an account analysis each month with all accounts grouped to obtain maximum credit for balances which shall clearly show volume counts, fees charged, and total prices for servicing the accounts. The account analysis shall also show average ledger balances, average collected balances, interest rates, and earnings credit calculations. The City chooses the direct payment method for payment of monthly banking charges derived under this depository agreement. Respondent should provide information on:

- a. Levels of reconciliation services available (partial, full, deposit)
- b. Sample reports available
- c. File transmissions deadlines
- d. File layout requirements
- e. Imaging capabilities (paper vs electronic)

f. System requirements for interface

g. Date file can be received

Safekeeping fees for the City's investments shall also be set up on account analysis and paid monthly. The City requires that all charges for securities clearance and safekeeping, including fees passed on from the Federal Reserve Bank, be on the account analysis and not be deducted from each security settlement.

7. Investments.

The City of Tool manages its own investment portfolio. Therefore, the City reserves the right to withdraw, from time to time, any amount of funds on deposit in any City account and to invest those funds in accordance with the City's investment policy.

8. Securities Clearance and Safekeeping of City Investments.

Investment securities purchased by the City will be delivered by book entry at the Federal Reserve.

The purchase and sale of all securities shall be on a delivery versus payment or payment versus delivery basis (i.e., for securities purchases, funds will not be released by the City's safekeeping bank until securities are received at the Federal Reserve Bank or further credit to the City's safekeeping bank. In the case of securities sales, funds will be received by the City's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner the City will always have possession of either its securities or its funds.

The City will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile to assure the timeliness of the operation. The City expects the bank to give prompt notification of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the bank.

All book entry securities owned by the City shall be evidenced by a safekeeping receipt issued in the City's name.

The original safekeeping receipt for each security transaction will be forwarded to the City Controller or her designated representative.

9. Positive Pay or "Payee" Positive Pay

Respondent should provide information on this service for both checks and ACH items on each disbursement account, such as:

- a. Describe service, including positive pay services and verification items
- b. Teller data update schedules
- c. Data transmission method and time windows
- d. Control options – notification of default

- e. Internet/online access (including technical capabilities and system requirements)
- f. Provide sample report from the bank X.

10. Stop Payment Respondent should provide information on this service, such as:

- a. Online stop payment services (initiation and renewal)
- b. Same day processing of stop payment orders
- c. Confirmation requirements
- d. Look-up availability
- e. Duration of a stop payment (e.g., six months or in perpetuity) and renewal processing options

B. COLLATERAL REQUIREMENTS

1. Securities Pledged.

The City of Tool requires all balances to be collateralized at 102%. As security for the deposits of the City of Tool, the bank shall pledge to the City securities equal to the total ledger balances the City of Tool maintains in the bank, less the amount of coverage provided by the Federal Deposit Insurance Corporation (F.D.I.C.). The securities comprising the pledge shall be valued at market. The securities so pledged, the amounts thereon and the time for pledging same shall satisfy the requirements of the Public Funds Collateral Act (Texas Government Code Chapter 2257) and any statutes passed under Texas law. Securities purchased by the depository bank under the terms of a Repurchase Agreement are not acceptable as collateral to the City of Tool.

2. Reporting Requirements.

The bank shall provide the City a report of securities pledged at the end of each month or at any time requested by the City Controller or a designated representative. This report should reflect the following information at the end of each month:

Total pledged securities itemized by:

- a. Name
- b. Type/description/CUSIP number
- c. Par value
- d. Market value at month end
- e. Maturity date
- f. Moody's or Standard and Poor's rating

If the market value of the pledged securities falls below the ledger balances of the City's fourteen accounts at any time, the City will require additional securities to be pledged to maintain 102% collateral.

3. Safekeeping of Collateral.

The securities pledged shall be held in safekeeping under the name of the depository bank and pledged to the City of Tool. Safekeeping must be done at the Federal Reserve Bank or Federal Home Loan Bank with a three-party agreement signed.

The original copy of all security receipts shall be filed with the Controller of the City of Tool. The City shall reimburse the depository bank for all charges associated with pledged collateral at the fee rate quoted in the Bid Form.

Please submit a copy of the safekeeping agreement with the Federal Reserve Bank or Federal Home Loan Bank to be used in the event you are awarded the depository bank contract. The safekeeping agreement shall clearly state that the Federal Reserve Bank or Federal Home Loan Bank is instructed to release the collateral to the City of Tool if the City has determined that the bank has failed to pay on any accounts, has been closed by a regulatory authority, or is in default of this agreement, and if the instructions for release have been formally requested by the City.

The safekeeping agreement shall have signatories from the Federal Reserve Bank or Federal Home Loan Bank as trustee, the depository bank, and the City of Tool.

4. Substitutions.

Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with the proper written authorization approved by the City Controller or a designated representative. All securities to be pledged are subject to approval by the City of Tool. Any state or local government securities (municipals) pledged to the City shall have a rating of "A1" or better by Moody's Investor Services.

C. DIRECT FEES FOR SERVICES PROVIDED

A direct fee basis for services provided by the bank with an offsetting earning credit for available balances is the method preferred by the City. This process requires the monthly calculation of a net banking service cost. The 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. Credit should be given the City for all account balances grouped together and not just single account balances.

D. FUNDS TRANSFER REQUIREMENTS

Incoming wire transfers occur regularly. The depository shall give both ledger and collected credit the day of the wire 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. Wire

advices should be made by phone or facsimile on the same business day and mailed within three days of wire debit or credit.

The City actively invests in marketable securities. An outgoing wire transfer will be initiated in the morning for the reinvestment of funds expected by an incoming wire transfer. The depository shall allow the City to reinvest and to wire funds out in anticipation of an incoming wire transfer later in the day.

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

Notification to the City of any problems with outgoing wire transfers shall be made within one hour of the transaction. The City allows two authorized employees to initiate repetitive transfers. All authorized employees shall be issued a personal identification number in order to initiate wire transactions. If the wire is non-repetitive, the City requires the bank funds transfer personnel to call the City back and specifically request to speak to an authorized employee other than the person initiating the wire to achieve verification that the wire is authorized prior to releasing it. (Please attach a sample funds transfer agreement).

E. OVERDRAFTS

The City does not intend to have an overdraft position on any of its bank accounts singly or net throughout the course of the depository contract. In the event a check or checks presented for payment on any City account where there exist insufficient funds available for payment, the City will require the depository bank to pay said checks and promptly notify the Controller or said designated representative of the existence of the overdraft situation. The City agrees to cover the overdraft within one business day.

Define in the Bid Form whether the bank would consider an overdraft to be a negative balance in any individual City account or a negative balance in the three City accounts collectively. The City would expect the depository to view all City accounts together for purposes of any charges on overdrawn collected balances.

F. OTHER STIPULATIONS

1. The successful bidder shall notify the City in writing within ten (10) days of any changes in federal or state regulations or laws that would thereafter affect the depository agreement. The bank shall also notify the City of any services which become available to the City throughout the contract period.
2. In the event it would be ruled illegal under the provisions of any federal statute or regulation for the bank to pay interest or calculate net cost in the matter outlined in this RFP, then the City expressly reserves the right and privilege to cancel the contract and re-bid the depository services.
3. All checks deposited by the City which do not clear the first time, should be submitted a second time before returning them to the City.

4. The bank's records relating to the City of Tool's accounts shall be open to review by either City staff members or City appointed independent auditors during normal business hours.
5. The proposing bank shall submit a copy of the last annual financial statements along with the last two quarterly FDIC CALL reports. The successful bidder shall provide to the City any public information concerning changes in the ownership, management or financial position of the bank or its parent.
6. Notwithstanding any other provision of this agreement which may be to the contrary, this agreement and the respective rights and obligations of the parties hereunder shall remain in full force and effect and not otherwise be affected by the merger of the bank.
7. The beginning date of the bank depository contract will be established after city council approves the awarding of the contract to be effective for a period of five years. The contract shall be automatically extended up to 90 days if the City is actively proceeding with re-bidding procedures but, for whatever reason, cannot finalize the bidding or selection process by the end of the contract period.
8. The laws of the State of Texas govern this contract. Venue shall be exclusively in Henderson County.

VI. BIDDING INSTRUCTIONS/REQUIREMENTS

A. Proposals will be received at the Office of the City Controller until **11:59 p.m. (CST) on February 8th, 2026**. Proposals shall be completed and signed. Two (2) original, whether digital or printed, versions of all submission materials shall be provided.

Responses to the request for proposals must be received in sealed envelopes clearly marked with "RFP 2026-01, Tool Depository Services", closing date and company submitting the response. **ANY RESPONSE RECEIVED AFTER THE TIME AND DATE LISTED ABOVE, REGARDLESS OF THE MODE OF DELIVERY, SHALL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

Submissions are to be delivered to:

City of Tool
Attn: Kimberly Kroha
Email: Contact@tooltx.org
701 N. Tool Dr.
Tool, Texas 75143

B. Requests for clarification or additional information should be submitted in writing to the attention of Kimberly Kroha, by email to contact@tooltx.org or by phone at (903) 432-3522 x 112, **no later than 4:00 p.m. (CDT), Friday, February 6th, 2026**.

Responses to requests such requests will be issued in the form of an addendum posted to the City of Tool's website: tooltx.org. It is the proposing agency's responsibility to check this website for any updated information regarding this RFP.

C. The proposing bank shall use this RFP form as the OFFICIAL BID FORM to submit rates and to answer questions. Additionally, proposers shall include a signed proposal affidavit form provided in this RFP. Any alterations, changes or deletions to this RFP shall be grounds for the City to disregard and reject the RFP and the bid. Included with this RFP is a historical account of banking services the City has used with its current bank depository for which proposing banks should complete. The proposed banking fees should be maintained for the life of the awarded contract. **Any banking service which does not have a fee indicated on the Bid Form will be considered to be free of charge under the depository bank contract.** Proposing banks should list any additional services they deem relevant and the corresponding pricing for the service(s). Additional pages needed for the OFFICIAL BID FORM should be attached as needed and should reference the questions to which a response applies.

D. The City reserves the right to request additional information or to meet with representatives from proposing banks to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

- E. The City reserves the right to reject any and all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items.
- F. The bidder states that it is a banking institution chartered under laws of the United States or of the State of Texas, and/or with main or branch banking facilities located within the city limits of Tool, Texas.
- G. The final appointment of a depository bank shall be made by the City of Tool's City Council. The bidder shall be required to enter into a contract that incorporates all of the obligatory points in this RFP. (*Please attach a copy of the proposed depository contract*).
- H. This RFP for a depository bank bid has been duly advertised and is being offered for consideration to financial institutions with a business location or branch bank in the City of Tool.
- I. If a service requirement cannot be met by a proposer, then the term "No Proposal" should be entered on the Bid Form for that specific requirement. In the case of a "No Proposal" response, the proposer may offer an alternative equivalent service for the City's consideration. Responsiveness to the service requirements will be a major part of the selection criteria.
- J. All costs incurred by the proposer in responding to the RFP shall be the responsibility of the proposer.
- K. Upon being awarded the contract; the depository bank shall designate an individual to be the official contact person for all correspondence. The City of Tool's official contact person will be Kimberly Kroha, City Controller. The bank shall be responsible for training and communicating the terms of this contract to bank employees.

VII. SUBMISSION CHECKLIST

- A. Bid Form with fill-in-the blank format
- B. Sample bank statement
- C. Sample account reconciliation statement
- D. Availability of funds schedule with a clear explanation of deadlines
- E. Sample monthly pledged collateral report
- F. Sample safekeeping agreement with the depository bank for the City's investment securities.
- G. Sample safekeeping agreement for collateral
- H. Sample account analysis statement
- I. Proposed depository contract
- J. Positive Pay Agreement
- K. Sample funds transfer and ACH agreement
- L. Annual bank financial statement and FDIC Call Reports
- M. Proposal Affidavit
- N. Pricing for Banking Services
- O. Certifications of Boycotts
- P. W-9

CITY OF TOOL, TEXAS DEPOSITORY BANK SERVICES

VIII. OFFICIAL BID FORM – PROPOSAL NO. 2026-01

RESPONSES TO SERVICES REQUESTED - Please answer the following questions. Please attach additional information if necessary to provide the below answers with your proposal:

1. Indicate if the proposer has read, understands and agrees to the City's request for mobile and PC based online banking services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

2. Indicate if the proposer has read, understands and agrees to the City's request for transaction services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

3. Indicate if the proposer has read, understands and agrees to the City's request for general ACH services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

4. Indicate if the proposer has read, understands and agrees to the City's request for wire transfer services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

5. Indicate if the proposer has read, understands and agrees to the City's request for account reconciliation services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

6. Indicate if the proposer has read, understands and agrees to the City's request for account analysis statements as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

7. Indicate if the proposer has read, understands and agrees to the City's request for securities clearance and safekeeping services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

8. Indicate if the proposer has read, understands and agrees to the City's request for pledged securities services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

9. Indicate if the proposer has read, understands and agrees to the reporting requirements as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

10. Indicate if the proposer has read, understands and agrees to the City's request for safekeeping of collateral services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

11. Indicate if the proposer has read, understands and agrees to the City's request for substitution services as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

12. Indicate if the proposer has read, understands and agrees to the City's request for direct fees with offsetting earnings credit as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

13. Indicate if the proposer has read, understands and agrees to the City's requirements for fund transfers as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

14. Indicate if the proposer has read, understands and agrees to the City's requirements regarding overdrafts as outlined in Section V of this RFP. Exceptions to any item in this service request should be clearly indicated below.

15. Indicate if the proposer has read, understands and agrees to the requirements of other stipulations as outlined in Section V of this RFP. Exceptions to any item in this section should be clearly indicated below.

16. Describe alternatives, enhancements or improved methods of providing services mentioned in the RFP.

17. Describe any products or services not specifically mentioned in the RFP that the bank believes would be beneficial to the City.

EARNINGS CREDIT CALCULATION - Please provide the following information:

How you determine the balance available for earnings credit. How you determine the earnings credit percentage. The monthly earnings credit percentages used by your bank for the months of October 2025 through December 2026. Show an example of the calculation made.

BANK QUALIFICATIONS AND CONTRACT PERSONNEL- Please provide the following information:

1. A list of governmental customers with which the bank has contracted for depository services with appropriate reference contact information.

2. A list of bank contact personnel with their pertinent professional experience who will be assigned to provide the City of Tool with information and assistance in carrying out the banking services requested in this RFP.

Certification of No Boycott

No Boycott Israel

If Contractor/Vendor is a “Company”, as that term is defined in Section 808.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2271.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes". Furthermore, Texas Government Code §808.001 states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2271.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION - No Boycott Israel - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit “Company” as defined above, pursuant to Texas Government Code §808.001 and §2271.001.
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

Name

Signature

Date

Certification of No Boycott

No Boycott Energy Company

If Contractor/Vendor is a “Company”, as that term is defined in Section 809.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott energy companies and (ii) will not boycott energy companies during the term of Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §809.001(1) states that "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)". Furthermore, Texas Government Code §809.001(2) states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2274.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION – No Boycott Energy Company - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit “Company” as defined above, pursuant to Texas Government Code §809.001(2) and §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

Name

Signature

Date

Certification of No Boycott

No Discrimination against Firearm and Ammunition Industries

If Contractor/Vendor is a “Company”, as that term is defined in Section 2274.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §2274.001(3) states that " discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association". Furthermore, Texas Government Code §2274.001(2) states that the term "Company" means a "a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship."

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

**ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE
CERTIFICATION –No Discrimination against Firearm and Ammunition Industries–
FOR THE REASONS CITED BELOW**

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit “Company” as defined above, pursuant to Texas Government Code §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

Name

Signature

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

5 Check only if there is NO Interested Party.

1

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



The City of Tool must have a W-9 on file in order to conduct business with any vendor.

All vendors must include the following items in their bid submission:

- W-9 Form
- EIN # or Social Security #
- Current mailing address
- Current remittance address
- Sample Invoice

All accounts are to be updated or created with the following information:

Billing Address:

City of Tool
701 N. Tool Dr.
Tool, TX 75143

Electronic Invoices:

bills@tooltexas.org

Respectfully,

Kimberly Kroha
City Controller