



REQUEST FOR PROPOSAL (RFP) #19-4160
BANK DEPOSITORY AND BANKING SERVICES
GUADALUPE COUNTY
February 27, 2019

PROPOSALS DUE: March 28, 2019 at 2:00PM CST.

Guadalupe County (hereinafter referred to as ("County" or "Guadalupe County") is requesting Proposals for a four (4) year bank depository services contract with service to begin June 1, 2019 and extend through May 31, 2023, and with an option to renew for two (2) additional years, if approved by both parties. The depository will be chosen in compliance with the Texas Local Government Code Chapter 262, Texas Local Government Code Chapters 116 and 117, Government Code 2256, Government Code 2257, and the County's Investment Policy.

It is the intent of the County to contract with a bank or banks that fulfill the requirements of the statutes and that desire to be designated as the Guadalupe County Depository Bank. The Contract will include deposits of Guadalupe County Public Monies; including but not limited to, direct deposits from State agencies, the Funds held by the Guadalupe County Clerk, the Registry Funds held by the Guadalupe District Clerk, the Funds held by the Guadalupe County Sheriff's Department, funds collected by Guadalupe County Justices of the Peace, funds collected by the Guadalupe County Tax Assessor-Collector, and any other funds instructed by statute to be deposited with the County Treasurer or deposited to the County Depository as established in Chapters 116 and 117 of the Local Government Code.

Respondents shall restrict all contact with the County and direct all questions regarding this RFP, to the County's Representative specified in this RFP. Do not contact members of the Commissioners Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this RFP. Contact with any of these prohibited individuals regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.

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I. REQUEST FOR PROPOSAL AND SUBMISSION INSTRUCTIONS

The Request for Proposal ("RFP") is being issued in electronic form only. Publication and notification of RFP has been made in accordance with State Statute. The RFP can be requested by emailing a request to lindad@co.guadalupe.tx.us. The RFP and all Attachments will be provided electronically only.

Questions regarding this RFP or the services requested, will be accepted in e-mail form only.

- Submit all questions by email to lindad@co.guadalupe.tx.us by 2:00 pm, March 13, 2019.
- Responses to all material questions submitted will be emailed to all known potential banks by March 21, 2019.
- It is the responsibility of the person submitting the inquiry to verify that the submission was received by the County.

Schedule for Proposal Submission

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

02/27/19	Release of Request for Proposal
03/13/19	Deadline for questions concerning the RFP or services requested
03/21/19	Responses given to any questions provided to all known interested depositories
03/28/19	Deadline for proposal submission – 2:00 pm
05/21/19	Commissioners Court award of contract
06/01/19	Contract commencement

The RFP must be submitted in a sealed envelope or packet marked "RFP #19-4160 Bank Depository and Banking Services". An accompanying **Offeror Certification** must be (a) signed by an individual authorized to bind the institution and negotiate conditions of the contract, (b) state that the Proposal is valid for 180 calendar days from the submission date, and (c) give full contact information for the Proposal.

To be eligible for consideration under this request, submit one original, two (2) complete paper copies, and one electronic copy on a flash drive. The Original Proposal must be clearly marked "**ORIGINAL**" and **contain all original signatures.**

If any alteration of any kind to the County's published specifications is discovered, the contract is subject to immediate cancellation.

NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Agent's Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of proposals.

Proposals must be delivered by mail, express mail, or in person to:

**Guadalupe County - Purchasing Agent
212 West Nolte Street
Seguin, TX 78155**

PUBLIC OPENING

All Proposals must be received in the County Purchasing Office on or before two o'clock p. m. (2:00 p.m. CST), March 28, 2019. Public openings of the proposals will be held in the Guadalupe County Purchasing Office. The names of the banks submitting proposals will be read aloud. However, no other information will be available until after proposal evaluations are completed.

RESERVATION OF RIGHT TO REJECT

The County reserves the right to accept or reject in part or in whole any Proposals submitted, and to waive any technicalities, and award the contract to the most qualified bidder. The qualified bidder selected that offers the most favorable terms and conditions for the handling of county funds per Texas Local Government Code Ann, 116.024 (a) (3).

LATE PROPOSALS

Proposals which are received after the specified time and date will not be considered and will not be returned to the Bidder. **The County will not be responsible for un-marked, or improperly marked proposals or proposals delivered to the wrong location.**

WITHDRAWAL AND ALTERING PROPOSALS

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee authenticity. After the official opening, Proposals may not be amended, altered, or withdrawn. All proposals become the property of the County and will not be returned to the Bidder.

SUBMISSION OF THE PROPOSAL ATTACHMENTS

Proposals must be submitted as directed and using the Attachments provided. All proposals **MUST** be submitted using the **EXACT** format provided for by this document. Make a clear distinction between the RFP's language and the Bank's response.

NON-CONFORMING PROPOSALS

Any proposals not conforming to the specifications shall be rejected. It will be the responsibility of the bidder to conform to the specifications unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.

CONTRACT AWARD

This RFP along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by the County shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of the contract with the exception of a Change Order. This Contract embodies the complete agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

EVALUATION PROCESS

The County will use the following criteria for the evaluation of the proposals and the award recommendation:

<u>Weight</u>	<u>Criteria</u>
40% -	Banking services cost and earnings potential
35% -	Responsiveness and ability to provide required services and reports
15% -	Creditworthiness and stability of the bank
10% -	Experience, references, and continuity of the bank and bank officials

The County will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements of the proposals will be evaluated.

Award may not be made to the institution submitting the lowest price proposal. The County will choose the institution submitting the best, most responsive overall proposal to satisfy the County's needs.

INTERVIEWS

The County may require Banks to attend an interview with the County officials reviewing the proposals.

II. GENERAL SPECIFICATIONS AND CONTRACT CONDITIONS

Contained herein are general terms and conditions of the depository Proposal. It shall be understood that these specifications are contractually binding. A Master Depository/Collateral Agreement will be executed under the terms of Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) by the Bank and the County.

The County reserves the right to:

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

Other

1. The successful depository will notify the County in writing within ten (10) calendar days of any changes in Federal or State regulations or laws that would thereafter affect the depository agreement throughout the contract period.
2. The bank's records relating to the County's accounts shall be open to review by either the County, its independent auditors during normal business hours.

3. The County reserves the right to pay for Depository services by target balances or by fees.
4. This RFP and the Proposal submitted will be incorporated into and form the basis of the bank depository services contract and all service contracts. Fees will be set for the entire contract period as proposed in the RFP response.

BANK COMPENSATION

The County reserves the right to pay for banking services on either a fee and/or compensating basis. A decision on the methodology to be used will be made initially only after analysis of the proposals and on an on-going basis as interest rates change. A change of methodology will require a notification from the County no less than twenty (20) calendar days before the first of the month in which the methodology changes.

If a fee basis is utilized, the bank may direct debit the designated account after five (5) business days after County receipt of the account analysis for a review and approval of fees each month. The County may or may not leave funds in the bank on this basis dependent upon the availability of a sweep mechanism and the interest rates being offered by the bank. All fees shall be fixed for the entire contract period as proposed on Attachment A. Only fees listed on Attachment A will be accepted.

If a compensating balance basis is utilized without a sweep mechanism, the bank will be responsible for estimating and notifying the County of the compensating target balance using its published or designated Earnings Credit Rate (ECR). If a compensating balance basis is used with a sweep (when rates increase) the sweep will be established to meet the compensating balance needs. If a carry-over settlement is required it will be calculated on a semi-annual basis.

Each proposal must include a completed Attachment A, listing all charges applicable to the services outlined in this proposal. The Association for Financial Professionals (AFP) number and basis of the charge (per item or per account/month) should be clearly noted for analysis purposes. If services or unbundled charges needed to provide this service are not currently listed on Attachment A, add same by name and number, including applicable fees. Clearly stipulate how reporting, imaging, and account maintenance charges are to be charged.

COMPLIANCE WITH STATUTES

By submitting a Proposal, Bank acknowledges that it will comply with Texas Local Government Code, Chapter 116 "Depositories for County Public Funds" and Chapter 117 "Depositories For Certain Trust Funds and Court Registry Funds" that pertain to the managing and safekeeping of county funds, including but not limited to those specified, and will comply with those statutes.

TAX EXEMPTIONS

The County is exempt from federal excise and local sales tax; therefore, tax must not be included in this proposal. The County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. County Sales and Use Tax Exemption Certification will be furnished upon written request to the Guadalupe County Auditor's office.

OFFERING OF PROPOSAL PRICES

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Request for Proposal. **Proposal is valid for 180 calendar days from the submission date.** Banking services to support required services but not detailed on the worksheet will be provided at no cost. New services will be provided at no more than the then published cost. All

specified fees are to be firm for the life of the contract. Interest rates are subject to the renegotiation clause, Local Government Code 116.021 (b).

INSURANCE REQUIREMENTS

All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.

CONTINUING NON-PERFORMANCE

Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by the County. The County shall not pay for services, equipment, or supplies that are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION OF AGREEMENT

Either party may terminate the Contract upon 180 calendar days written notice prior to cancellation.

CLAIMS, SUITS, CAUSES OF ACTION

Offeror shall provide the defense for and indemnify and hold harmless County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Offeror's use of the premises thereunder.

WARRANTIES

The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

BANK AFFILIATION

Each Bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. **An Offeror must be either a Federal or Texas chartered bank doing business in and having a full service facility within Guadalupe County, Texas.** Banks who operate under the State of Texas bank charter may submit an RFP without membership in the Federal Reserve System. State chartered banks that are submitting an RFP **MUST** be a member of the Federal Deposit Insurance Corporation (FDIC). All banks **MUST** be able to perform **ALL** required services outlined by this RFP.

INVESTMENTS MADE OUTSIDE DEPOSITORY BANKS

County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of the County. All investment purchases shall be made on a delivery versus payment basis.

ANNUAL FINANCIAL STATEMENTS

Banks wishing to be designated as the Depository Bank will include as part of their Proposal:

- 1) The Bank's last three (3) quarterly Uniform Bank Performance Reports

- 2) The Bank's last three (3) Call Reports
- 3) The Bank's Annual Financial Reports for the past 2 years

The successful applicant shall continue, during the term of the depository contract, to furnish the County Treasurer updated issues of (a) each quarterly call report and (b) annual financial reports.

III. COUNTY FINANCIAL OVERVIEW

Primary responsibility for administration of the banking services agreement resides with the Treasurer who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP. The County Treasurer will be responsible for administering the agreement with respect to day-to-day banking activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. The County Treasurer handles all receivables, payroll, and investment activities.

The County has multiple locations at which funds are collected and from which funds may be deposited directly by the departments. The departments do not necessarily make daily deposits. County makes an average of twenty-two (22) deposits per business day. Deposits are prepared by the individual departments and are carried to the branch by each department without a courier service.

The Treasurer handles all reconciliation on the accounts and only one set of statements will be required. They must be electronic statements, submitted to the County Treasurer.

A list of County personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the County with a similar list of authorized personnel.

The County currently maintains thirty (30) bank accounts grouped in the account analysis. The average collected balance for all accounts based on twelve (12) months of account analysis information has been \$ 14,925,752.00. A history of historically based service volumes are found on Attachment A. As such, actual account analysis will **not** be made available to proposers.

The County has approximately 617 employees and the payroll is paid bi-weekly with 100% of County employees paid by direct deposit. There are physical payroll checks issued to election workers only during election time. The Payroll Account is funded by transfers from the General Account. Positive Pay is presently required on the Payroll Account and six other accounts at this time.

The County wants to automate banking services as much as possible for efficiency and cost effectiveness. This proposal should address automation of services where possible and cost effective. Any or all County funds may be maintained and invested by the County outside this contract. The County will be under no obligation to maintain funds in the bank except under a compensating balance situation.

The County will **not** use the depository institution for brokerage services in order to assure ownership and complete separation on delivery versus payment requirements.

The County currently has sweep in place. When the interest rates increase, the County will evaluate the use of a sweep account into a money market mutual fund or an internal bank account. Every respondent should be able

to provide a sweep mechanism. The County will utilize interest bearing or money market accounts dependent upon interest rate opportunities and will decide on the use of the account as interest rates and conditions vary. If not cost effective on a monthly maintenance basis, some accounts will remain as stand-alone interest bearing accounts. All decisions will be made by the County. (Proposals will be required to explain alternative account structures below.)

ACCOUNT STRUCTURE

The County's bank accounts will be structured as follows (numbers and dollar amounts are subject to change):

-- Non-Interest Bearing Checking Accounts

Approximately 14 accounts with average yearly balances of ~ \$ 2,900,000.00.

-- Interest Bearing Checking and/or Money Market Savings Accounts

Approximately 22 accounts with average yearly balances of ~ \$ 16,900,000.00

-- Sweep Accounts -- 0

(*will only be utilized if economical as determined by County depending on interest rate paid vs. bank charges for this service.) Accounts with the express purpose of sweeping deposits nightly. The accounts will utilize sub-account/store location technology.

-- Trust Funds - Separate Individual Savings Accounts

These savings accounts will house the District and County Clerks' Trust/Registry funds mandated by the court. The accounts will be in the Clerk's name for the benefit of the beneficiary and will be registered with the beneficiary's Social Security number. There are occasions when the trust funds will not be deposited in the Depository Bank by order of the court. The County requests an RFP for the interest rate on these accounts as a whole, (please see the following page). The County also requests that when compensating balances for services rendered are calculated, these accounts be considered.

Total balance for all such trust fund accounts as of 12/31/18 is approximately ~ \$1,000,000.00

-- Certificates of Deposit

For District and County Clerk's Trust/Registry Funds, as ordered by court to be invested in a CD. These will be renewed as current CD's mature.

**IV. REQUEST FOR PROPOSAL WORKSHEET
DEPOSITORY BANK CONTRACT**

Volume History is included as Attachment A

VARIABLE AND FIXED RATE PROPOSALS:

Supply rate quotes for the following - * see Note: "Variable Rate":

	<u>Variable Interest Margin</u>	<u>Fixed Interest Rate</u>
Interest-Bearing Checking Accounts	_____	_____
Money Market Savings Accounts	_____	_____
Trust Fund Savings Accts. – Total \$ 500,000	_____	_____
Sweep Accounts - over \$1,000,000	_____	_____
Sweep Accounts - under \$1,000,000	_____	_____

*Note: "Variable Rate" = 91 Day US T-Bill Auction Discount Rate published in the Wall Street Journal on the day following the auction) + Margin (Based on basis points). Example: If 91 day US T-Bill Auction Discount Rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%

Minimum Balance Required: _____ (Interest Checking Accounts)
 _____ (Money Market (MM) Savings Accounts)

**Certificates of Deposit - Fixed Interest Rate
Use the date of February 28, 2019**

	Less than \$100,000.00	More than \$100,000.00
1. Maturity 7-29 days	_____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180 days-less than 1 year	_____ %	_____ %
6. Maturity 1 year or more	_____ %	_____ %

V. FINANCIAL INSTITUTIONS QUALIFICATIONS

To be considered the proposal must include a response to each question in this Section.

1. **Creditworthiness:** In order to fulfill the County's fiduciary responsibility and to protect public funds, each bank submitting proposals shall provide the following in response to this question:

- a. Provide an audited annual financial statement for the most recent fiscal period. The bank will be required to submit an audited statement to the County each year of the contract period, as soon as it is available. Provide statement and confirm agreement to this requirement.
- b. Provide certification of the bank's most recent Community Reinvestment Act (CRA) rating by its rating agency.
- c. Provide the bank's most recent four quarters rating from an independent rating agency such as Highline, Veribanc, or comparable bank rating agency. As an alternative, supply the most recent senior and subordinate debt ratings of the holding company. The bank will be contractually liable for notifying the County within thirty (30) calendar days of any change in any of these ratings during the contract period. Provide and confirm agreement to this requirement.

2. **Customer Service:** Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying the County's need for customer service and automated services.

- a. How does the bank anticipate satisfying the County's need for customer service?
- b. How many individuals does the bank have in the local bank? How will the bank provide the County with relationship support for its services?
- c. How will local service and overall contract performance to be monitored?
- d. How does the bank intend to support the new and ongoing automation needs of the County? How will this impact the County now and throughout the contract period, if at all?
- e. Are there any new services planned by the bank which may impact the County? When are these planned to be available?
- f. Is there any bank availability policy which differs from the availability schedule? If so, define specifically and define any elements which may delay County funds.
- g. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
- h. The County requires the right to use a third party auditor to review the County's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.
- i. The Depository will be required to review the County's Investment Policy and certify to that review in accordance with Texas Local Government Code 2256. Confirm agreement with this requirement.
- j. Does the bank have a formal service review process to analyze services on a regular basis? Describe.
- k. What programs does the bank have in place to protect the County from fraud of all types? Describe.

3. **References:** List references from at least three of the bank's current, comparable Texas governmental clients. For each reference, include the length of time under contract, a client contact, title, email address, and telephone number.

4. Implementation timeline: The Contract period will commence June 1, 2019. The County recognizes that not all services and funds will be transferred by this date, but expects that all services should be available by that date and that all services should be transferred by July 31, 2019. Collateral should be in place three business days before any funds are transferred.

Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.

The timeline must reflect the number of calendar days required to put the services in place or the end date of when such services will be in place and available to the County.

Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, will represent an event of default and may result in the County having the right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies the County may have for damages or other relief under law.

5. Depository Agreement and Service Agreements: Provide a copy of all agreements (depository, collateral and service agreements) which will be required to be executed under the contract for services rendered. Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the County. The RFP and proposal submitted will be made a part of the agreement.

VI. REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in this Section and all associated fees must be detailed on Attachment A. All fees for all services anticipated must be detailed on the Attachment adding any level of detail necessary to determine the full cost of the service.

It is the County's intent that the contract negotiated between the County and the Depository selected through this process will encompass all the services and conditions required in the RFP. Additional services offered by the Respondent may be included. The required services are minimum requirements, and any Respondent refusing or failing to provide such minimal services will not be considered for selection as Depository.

1. Consolidated Account Structure with Sweep Mechanism

The County requires that all funds be continuously earning at the best, current interest rates. The County requires a daily sweep mechanism to a repurchase agreement or preferably to a money market fund in order to procure its full investment goal. AAA-rated, SEC registered, government (or an enhanced government) money market mutual fund is to be used for the sweep. If the bank has a valid alternative to a SEC money market mutual fund it should be presented. It is recognized that with current low rates the sweep may not be efficient/available, but the mechanism is required.

Automated distribution of interest to the individual accounts is preferred. A minimum of semi-annual, carry-over settlement is required on a compensating balance basis.

- a. Describe the account structure being proposed by the bank in the low interest rate environment and as rates rise. Include classifications of accounts (ZBA or other) to be used in the structure.
- b. Describe the bank's ability to provide a ZBA-Master structure and indicate whether the individual accounts would be swept first to a master account or be swept directly from individual accounts for interest application. Does your sweep require minimum balances?
- c. Is interest from the sweeps applied at the master or individual account level?
- d. If the account structure proposed includes interest bearing or money market accounts, on what is the interest rate indexed or based?
- e. Will sweep activity, when used, be reported on a daily detail basis or summarized on a monthly basis?
- f. Provide the prospectus for any sweep fund alternatives. An AAA-rated, SEC registered government fund striving to maintain a \$1 NAV must be utilized for the sweep.
- g. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held overnight.
- h. The County may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.
- i. Will the bank assess a direct FDIC charge on the account analysis? At what rate currently?

- j. Interest earned on interest bearing accounts shall not be charged as an expense on the account analysis. State agreement to the requirement.
- k. Is the bank a member of the Federal Reserve? If not, which bank is used as a correspondent?

2. Automated Cash Management Information Access and EDI

The County requires web-based automated cash management services and daily balances reporting (inter- and intra-day) for timely access to balance information and transactions. A minimum of 60 day retention is required. Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items is required. Statements and account analysis are required to be available in electronic form along with archiving of information. The County is interested in continuing to replace paper based, manual systems with automation as efficient technology becomes available. Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the contract is awarded.

- a. Fully describe the bank's online service capabilities and systems, with examples. List system's online capabilities by function (i.e. balance reporting, wires, positive pay, stop pay, etc.). Describe any differentiation on transaction and summary account types.
- b. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images. Can the County create customized reports?
- c. Address the download capabilities to the County's systems. What information can be formatted and downloaded. Denote any formatting limitations. Describe the process for creating interfaces to download banking information into other software applications.
- d. Describe the history retention/archiving features available for images and information.
- e. Describe the security protocol for online services. How is authentication and authorization provided? How, and by whom, is the administration of the security module established and maintained?
- f. What are the hours of available technical support? How is support provided?
- g. Submit samples of major screens and reports available or provide a website and sign-on information for an on-line review of all the County functions, if available. If not available, submit screen prints.
- h. When is the prior day information available? Is intra-day information real-time or delayed?
- i. Describe any mobile application services.

3. Standard Collection and Deposit Services

Standard commercial deposit services are required for all accounts. Deposits will consist of a small amount of coin and currency and include endorsed, encoded, and un-encoded checks. The County requires same bank day credit on all cash (coin and currency) deposits and on-us checks. There is very little cash vault activity in the deposits. Coin may be deposited loose, in partially filled bags. Coins will not be rolled. The County makes on average twenty-two (22) daily deposits. Deposits are batched with tapes attached.

The County requires remote deposit services which will allow deposit of both consumer and commercial checks (as substitute checks or ACH, as applicable).

The County has established limited merchant services to accept credit and debit cards over the telephone, the internet, and in person for multiple services and fees at multiple locations.

All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, U.S. Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The County expects all deposited checks to clear based on the bank's current published Federal Reserve Bank (FRB) availability schedule, but, any expedited availability options should be noted in the proposal. Failure to credit County accounts in a timely fashion will require interest payment reimbursement to the County at the current daily Fed Funds rate.

The County processes credit card payments in eight (8) departments through Certified Payments and Gov-Pay.

- a. What is the bank's daily cut-off time at (a) banking centers, (b) branches, and (c) vault?
- b. Are all items imaged? Please list items and availability on line.
- c. Are any deposits required to be made to a vault? If so, where is the vault located? Describe the process if the vault is not located in County limits.
- d. Does the bank provide for location tracking on deposits? Describe.
- e. Is deposit reconciliation available? Describe the process.
- f. Does the bank require or prefer strapping and rolling?
- g. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
- h. When are credit/debit advices sent to the County from the deposit locations? How are these advices sent? Are images of originals provided with each advice?
- i. Does the bank have any program to actively assist the County in collection through ACH for vendors or ongoing repetitive citizen payments?
- j. How does the bank handle discrepancies in deposit amounts? What dollar limits is used for decision making? What settlement process is followed?
- k. How and when does notification of return items take place?
- l. What type deposit bags are used or required? Are these available from the bank? At what cost?
- m. If provisional credit is given on deposit before verification, when does verification occur?
- n. How much advance notice is required on coin and currency orders? Can orders be placed on line? What is the turn-around time on orders?
- o. Include a list of all the bank's deposit locations within the County's limits.
- p. Price and report the total fees which would apply to the following sample deposit outlined below. (This does not reflect a normal County deposit and is used for cost comparison purposes only.)
- q. Discuss and define any virtual collection services (outside remote deposit) offered for collection of check and remittance documents.
- r. Describe the bank's programs in e-receivables.
- s. Is full information on returned checks provided? How and when?

4. Remote Deposit Services

The County currently uses remote deposit service in three (3) departments and plans to continue and potentially expand its use.

- a. Describe the bank's process and capabilities for remote capture. Describe equipment needs, capabilities, and limitations. A web-based system is required.
- b. What is the final deposit cut-off time with remote?
- c. Are there any limitations on batch size or number of transmissions per day?
- d. What options does the County have in scanners for use with the process in various volume locations? Is this equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).
- e. Provide a sample report and screen prints for the service.

5. **NSF and RCK Service (Re-presentment of Checks by ACH)**

The County does not currently utilize RCK but wants availability for use under the contract. Currently NSF checks paid to the County are automatically re-deposited for collection. The County wants to explore the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- a. Describe the bank's current NSF process. Are checks automatically re-deposited? When?
- b. How and when is the County notified of return items?
- c. Is the bank capable of processing the second presentment as an ACH with a targeted presentment date through RCK? Describe in full.
- d. Is the bank currently using ACH for collection of NSF checks (RCK)? How long has the bank been providing this service?
- e. With normal processing or RCK, how are the NSF and the later collections matched/reconciled? Does the bank system cross reference the two transactions in any way?
- f. Is NSF information, image, or occurrence available on-line? How long is it available online?

6. **Standard Disbursing Services**

Standard disbursing services for all accounts are required to include the payment of all County payroll checks without charge on presentment. The County requires automated positive pay services and prefers payee name verification on all accounts.

The County currently disburses from the General Fund account without any ZBA accounts. The County has made direct deposit mandatory for its employees.

- a. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
- b. The County requires that the bank shall cash free of charge all payroll checks for County employees regardless of the individual's account status with the bank. Confirm agreement with this condition.
- c. Describe any payment consolidation services available. What data transfer options are available for payment consolidation systems?
- d. What e-payables (including check-writing) services does the bank have available? Describe fully.
- e. Does the bank image all checks? How are reports and details made available?

7. Account Reconciliation and Positive Pay

The County requires positive pay services on ten (10) accounts with complete indemnification for fraudulent checks and ACH's on check-writing accounts. Payee verification is desired but not required. The proposal must provide a fully automated, web compatible transmission process for positive pay. Transmissions will be made as part of each check run. Manual check information must be able to be input online.

- a. Describe data transmission file and timing requirements for check registers. Are transmissions charged by file and by detail item?
- b. Is positive pay input for manual checks available on-line?
- c. Is ACH positive pay available? Describe.
- d. Is exception reporting and handling managed entirely online? Describe.
- e. At what specific time is positive pay exception information reported to the County? Is e-mail notification available or must the County take an action to check for exceptions?
- f. At what specific time is the response required for County exception elections?
- g. Does the bank review exception errors for possible repair before creating a County exception item? Describe process.
- h. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated?
- i. Are positive pay services provided without charge when provided in tandem with reconciliation services? Describe alternatives and pricing structures available.
- j. What are the available default dispositions for payment or return? (pay, hold, do not pay)
- k. Describe your partial and full reconciliation services. Specify data transmission requirements.
- l. When are reconciliation reports available? How long are they maintained online? Are they downloadable? Do they contain images of checks?
- m. Provide samples of reconciliation reports.

8. Funds Transfer and Wire Services

The County's current average of minimal incoming wires per month is in Attachment A. The County utilizes outgoing wires and internal transfers. Incoming wire transfers must receive immediate same day collected credit. Online wire initiation is required and online monitoring is preferred but not required. The County will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Can all wires and transfers be initiated online? Monitored online?
- b. Can repetitive templates be created and stored? Is there a limit to the number of templates? Is there a storage fee for the templates?
- c. What level of authorization/release do repetitive and non-repetitive wires require? Is it the same for repetitive and non-repetitive?
- d. How will the bank notify the County of incoming wires? When?
- e. Include a description of security provisions, PIN requirements, and back-up systems on wires and transfers on the automated system.
- f. Is future dating of wires and transfers available? How far in advance?
- g. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of daily security activity or incoming wires.
- h. Can internal account transfers be processed completely online? Book debits/credits?

- i. Is there a fee for County internal transfers?

9. Optical Imaging

The County currently retrieves optical check images online. No physical checks are to be returned. In an effort to reduce paper handling and storage, the County is focused on imaging of documents as much as possible.

- a. Describe the bank's optical imaging process and list the items captured (checks, statements, deposit slips, deposited items, etc).
- b. What images are available online? When? How long are images maintained online?
- c. Is there a fee for each creation, use and retention of images? Describe.
- d. Are all images downloadable?

10. ACH Services

ACH service is currently used primary for payroll direct deposit, vendor payments and tax payments to other governmental entities. The County uses ACH for pool and paying agent transactions currently. The County also uses a direct debit for limited (insurance accounts) each month. Filters and blocks are required to minimize the possibility of fraudulent transactions. The County requires a pre-notification on all new addresses. The County will not pre-fund entries.

- a. Is the ACH service fully available on-line for individual transactions as well as transmitted files?
- b. What specific filter and block mechanisms are available?
- c. Are ACH addenda shown in their entirety online and on reports? Note any limitations applicable.
- d. State data transfer alternatives, requirements, and limitations.
- e. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
- f. Is the deadline for transmission for a payroll to credit employee accounts on Friday different from the standard clearing house requirements?
- g. What is the policy and process for handling of ACH returned items?
- h. Can ACH items and files be future dated?
- i. What policy and process is used for file and item reversals and deletions?
- j. What protective measures has the bank taken to prevent or recover from electronic fraud?

11. Safekeeping Services

The bank will be required to provide book-entry segregated safekeeping services for securities owned by the County. All County investments will be made by the County and written instructions for clearing and safekeeping will be given to the bank.

Custody must be in the bank and not a brokerage subsidiary of the bank. All securities must be cleared on a **delivery versus payment** (DVP) basis and ownership documented by original clearing confirmations and safekeeping receipts provided within one business day of transaction settlement. Funds for investments will be drawn from a designated County Demand Deposit Account (DDA). All P&I payments, coupon payments, and maturities must receive automated same day collected credit on the County designated account without requiring any additional County action.

All County investments are made on a competitive basis. The bank will not be eligible to become an authorized broker/dealer to County in order to perfect delivery versus payment.

If the bank utilizes a correspondent bank for safekeeping of County securities, County instructions will be directed to the bank and the transactions will be handled through the bank's systems without additional manual or automatic transactions by the County with the correspondent bank. No delay in transactions, wires, or flow of funds will be acceptable under a correspondent relationship and may be basis for termination.

- a. Is the bank a member of the Federal Reserve and Depository Trust Company (DTC)? If not, which bank is to be used as a correspondent?
- b. Describe any safekeeping arrangement proposed with a correspondent bank including processing requirements by the County. What delays or transactions does this create if any?
- c. Can trades and settlement information be made online? Can trades be monitored online? Is this real-time or delayed?
- d. Are safekeeping fees hard charged or can they be charged through the account analysis?
- e. What time are delivery instructions required? Is there a fee charged for late instructions?
- f. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?

The County may choose to purchase time deposits from the bank, but all time deposits will be competitively bid at the time of purchase.

12. Collateral Requirements

The County requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As a public funded entity, the County falls under provisions of the Collateral for Public Funds (Texas Government Code Chapter 2257) with additional restrictive County requirements. If funds are, for any reason, not swept all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the County. Authorized collateral will include only:

- Obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities, which pass the bank test.
- Obligations of the United States or its agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.

All securities pledged to the County will be held by a County approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and daily monitoring and maintenance of margin levels. (Preferably, the Custodian would provide market values on the securities.) The Custodian is required to provide a monthly report directly to the County on the collateral pledged.

The following conditions must be met.

- Collateral must be held in an independent third party bank approved by the County outside the bank's holding company.
- A tri-party safekeeping agreement shall be executed between the County, the depository, and the safekeeping bank for custody of pledge securities in full compliance with FIRREA requiring a bank resolution.

- Initial collateral will be provided for the County fifteen calendar days prior to deposit of funds, in accordance with State law.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the Custodian and the Custodian will prepare a report of collateral pledged including description, par, and cusip monthly directly to the County (market value is not required). The monthly report will not come from the Bank.
- Substitution rights will be granted if the bank/Custodian obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Collateral value will be maintained during substitution at 102% or above.
 - a. State the bank's acceptance of all the collateral conditions above. Note any discrepancies or changes specifically.
 - b. Does the bank propose any collateral charges? If so, how is the charge calculated/applied?
 - c. What bank will be used as Custodian?
 - d. Provide the bank's collateral agreement for review.

13. Account Analysis

Monthly account analysis reports must be provided for each account and on a consolidated account basis. Within five business days of receipt of the monthly account analysis (and subsequent approval of the fees by County) the bank may direct debit the designated account for fees due if compensation is being calculated on a fee basis.

A complete account analysis will be required monthly regardless of the payment basis. Timeliness of reporting is critical.

- a. Provide a sample account analysis.
- b. State when the analysis will be available each month.
- c. When and how are statements available? Are statements provided in both paper and electronic formats?
- d. Will the bank provide the account analysis online? If online, how long will it accessible?

14. Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation on a timely basis. All accounts must be on a calendar monthly cycle and statements received by the fifth working day of the succeeding month. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

- a. Provide a sample statement
- b. When and how are statements available? Are statements provided in both paper and electronic formats?
- c. When is the statement available online?
- d. How long are statements maintained online?

15. Account Executive

To insure smooth contract implementation and continuation of services, a specific Account Executive and a back-up must be assigned to the County account to coordinate services and expedite the solution of any operational problem encountered. Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact, and who would be able to make decisions regarding operational aspects of this contract.

The Account Executive should be available to meet with County staff on banking matters, as needed. The Account Executive shall be available during work hours to serve as the County's single point-of-contact at the bank, and shall be capable of addressing all issues that may arise in connection with the bank's services.

- a. Provide the name, location, and title of the proposed Account Executive with a short biography.
- b. Provide the name, location, and title of the backup representative with a short biography.
- c. Will the representative be the single point-of-contact at the bank for all questions? If not, from which entity will additional information be provided?
- d. What level of support is provided by local Account Executive and Backup Representative?

16. Overdrafts

Every effort will be made to eliminate net aggregate daylight and overnight overdraft situations.

- a. State the bank's policy regarding account aggregate overdraft charges and the fees, if any.
- b. Is an overdraft based on collected or ledger balances?

17. Stop Payments

The County has very few stop pays. An automated stop pay process is preferred however if it is cost effective.

- a. Are stop pay orders initiated online? Is a paper follow-up document required?
- b. How long do stop pays remain in effect? What options are available for extended stop pay periods?
- c. Must stop pays be renewed or are they automatically renewed?
- d. What is the deadline for same day action on stop pays?
- e. Will the teller and clearing systems verify the check status before accepting the stop pay? How far back are historical transactions verified for the check clearance before a stop pay is applied?
- f. What information on current and expiring stop pays is available online?

18. Company Banking

The County is interested in giving its employees the opportunity for enhanced banking services.

- a. Describe any program the bank has available to benefit the employees of the County.
- b. List services provided and applicable fees to the County or employees.
- c. Is availability of the program based on use of direct deposit?

VII. OPTIONAL SERVICES

The County continues to investigate new services for inclusion under its depository services contract. These services will be evaluated in terms of availability, feasibility, service levels, services provided, and charges for potential, current, or future use under the contract. The County may make its determination on the service's use anytime during the contract period. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to make it available during the initial contract period, it should so stipulate along with the anticipated date of activation.

1. ATM SERVICES

The County is exploring the possibilities of adding additional ATM services. **Provide information regarding the volumes required for installation of an ATM and any rebate opportunities to the County.**

2. BANK ISSUED PURCHASING CARDS

The County is exploring the possibilities of adding a purchase card system, where budgeted monthly charges may be charged by certain approved county employees on a county credit card which charge is immediately reflected on the computerized account and can therefore be monitored by the Treasurer and Auditor's office.

- a. Does the bank currently have a purchasing card program? How long has it been in place and how many corporate/business clients use the service?
- b. Will one contact be assigned to the County account for this purpose?
- c. Provide a general overview of the service. What issues should the County consider as we move forward on this program? List the critical success factors for such a program for the County.
- d. What card platform do you use? Why?
- e. What third party processor, if any, is used for authorizations and transaction processing? Are any third parties involved in the service?
- f. What billing cycles are available? How are billing statements received? What are the payment terms? What options are available?
- g. Do you have the capability to bill multiple business units within the County?
- h. Discuss card controls and usage restriction capabilities: company level controls, card level controls, merchant category code/Standard Industry Classification restrictions (MCC/SIC), cash advance controls, dollar limits, etc.
- i. What are the liabilities to the County and the card holder in the event of fraud, abuse or loss of the card?
- j. Do you screen transaction activity for fraud patterns? How do you report it?
- k. Can you reproduce lost charge slips?
- l. Describe the card management process including: card issuance, removal or deletion of cards, handling of lost cards, and modifying a cardholder's profile. Is this online?
- m. Describe your reporting capabilities.
- n. Describe the implementation process and schedule for the service. What support is included?
- o. Describe any rebate promotions that you have. What are the criteria for awarding a rebate?
- p. Describe the card system online capabilities and software system.

3. ARMORED CAR DEPOSITORY SERVICE

The County departments collect revenues that generate large depository needs. Therefore, the Guadalupe County Commissioners' Court may desire the Depository Bank to provide armored car security pickup service for these deposits on a daily basis through the analysis. Please specify the cost for this armored car service, including any cost variance for same banking day or next banking day deposit.

ATTACHMENT A: Schedule of Proposed Fees
(see attached file)

ATTACHMENT B: Historical Earnings Rates
(see attached file)

ATTACHMENT C:**RFP#19-4160 Bank Depository and Banking Services
GUADALUPE COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

TELEPHONE NUMBER

E-MAIL ADDRESS

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package.

The undersigned agrees this Proposal becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Proposal.

The undersigned agrees if this Proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period for acceptance of this RFP will be 180 calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the Request for Proposal in which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the RFP.

SIGNATURE

DATE

Typewritten or Printed Name

Title

This page must be page 1 of the proposal, or the proposal may be rejected.

ATTACHMENT D:

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.co.guadalupe.tx.us.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this Company's officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Proposal submission date and award by Guadalupe County.
3. No officer or stockholder of the Proposer is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:

INDEMNITY AGREEMENT

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Proposal, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:

ISRAEL BOYCOTT

AND

**PROHIBITION ON CONTRACTING WITH A COMPANY
DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Proposal. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer:_____

Name of Company:_____

ATTACHMENT H: W-9 REQUEST FOR TAXPAYER IDENTIFICATION

Form (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p style="margin: 0;">Give Form to the requester. Do not send to the IRS.</p>																																																		
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 35%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																																																		
6 City, state, and ZIP code																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social security number																				or										Employer identification number																			
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Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____																																																			
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																				
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) 																																																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																				
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their bid/proposal (i.e.: bid, rfp, rfq, soq, etc.) to the County.