



Collin County Purchasing

2022-083

County Depository

Issue Date: 1/25/2022

Questions Deadline: 2/10/2022 05:00 PM (CT)

Response Deadline: 2/24/2022 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Craig Levy, Sr. Buyer

Address: Purchasing

Admin. Building

Ste.3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4107

Fax: (972) 548-4694

Email: mlevy@co.collin.tx.us

Event Information

Number: 2022-083
Title: County Depository
Type: Request for Proposal - Other
Issue Date: 1/25/2022
Question Deadline: 2/10/2022 05:00 PM (CT)
Response Deadline: 2/24/2022 02:00 PM (CT)
Notes:

The intent of this Request for Proposal (RFP) is to describe the services required for the contracting of a depository and relevant services.

There will be **no pre-proposal conference**. Questions regarding the RFP, or the services requested should be asked in the "Questions" tab feature in the Collin County e-bidding system. All respondent questions will be accepted through the listed question cutoff deadline. Answers to all respondent submitted questions will be communicated through the Collin County e-bidding system.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

General_Instructions_Proposals 09.03.21.docx

General Instructions - Proposal - updated 09.03.21

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

Insurance - Depository rev..doc

Insurance requirements

[View Online](#)

Special Conditions and Specifications 12.28.21.docx

Special Conditions and Scope of Services

[View Online](#)

Attachment A - Requirements 2022.xlsx

Attachment A - Requirements

[View Online](#)

Attachment B - Cost Proposal 2022.xlsx

Attachment B - Cost Proposal

[View Online](#)

Attachment C - Certified Check 2022.docx

Attachment C - Certified Check

[View Online](#)

Exhibit A - 2021 Investment Policy.pdf

Exhibit A - Investment Policy

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

Legal notice 2022-083.doc

Legal notice

[View Online](#)

Requested Attachments

Proposal Response to Section 6.0

(Attachment required)

Attachment A - Requirements

(Attachment required)

Attachment B - Cost Proposal

(Attachment required)

Attachment C - Copy of Certified Check

(Attachment required)

W-9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1 eBid Notice

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Exceptions

Do you take exception to the specifications? If so, by separate attachment on "Response Attachments" tab, please state your exceptions. (See Section 7.0)

Yes No

(Required: Check only one)

4 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

5 Proposal Security Acknowledgement

Each proposal is to be accompanied by a Certified Check payable to Collin County, conditioned that if the bank is accepted as a depository, it will file within the time prescribed by law, a pledge contract in the form and in the amount and manner required by law, accompanied by securities acceptable to Collin County. (See section 5.10) Please initial.

(Required: Maximum 1000 characters allowed)

6 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

10 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

1
1 **Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
2 **Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1
3 **Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1
4 **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1
5 **Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1
6 **Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

1
7 **Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

1
8 **Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

19 Critical Infrastructure Affirmation

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

20 Energy Company Boycotts

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

21 Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 See tab "Response Attachments"
(Response required)

Quantity: 1 UOM: fee Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic Submittals will be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

1.11 For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$5,000,000

3.1.5 **Maintain a financial institution bond**, Form 24 or equivalent, with a limit of not less than \$10,000,000, bankers' professional liability in the amount of \$5,000,000 per occurrence/annual aggregate and valuable paper coverage.

3.1.6 **Cyber Liability Insurance** including First Party & Third Party liability coverage for Security, Privacy and Media Liability, in the amounts normally carried for its own protection in the practice of providing services, but in no event less than **\$5,000,000.00** per claim and **\$5,000,000.00** aggregate. Coverage must be endorsed to cover intangible property of the County.

3.1.7 **Professional Liability Insurance / Errors & Omissions** in the amounts normally carried for its own protection in the practice of providing services, but in no event less than **\$5,000,000** per claim and **\$5,000,000** per aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor.

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all policies.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS
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- 4.1 The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal (RFP) in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the closing date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will elevate a certain number of proposers to compete against each other.

The County will use a competitive process based upon "selection levels". The proposer recognizes that if it fails to meet expectations during any part of the process, the County reserves the right to proceed with the remaining proposers or to elevate a proposer that was not elevated before. The selection levels are described in the following sections.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County's discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.
- Submit completed Attachment A: Requirements, Attachment B: Cost Proposal, and Attachment C: Certified Check.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposers elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal. Criteria evaluated in Level 2:

Points	Evaluation Criteria
30	Response and compliance with Attachment A: Requirements (Minimum Qualifications, Required Bank Qualifications and Detailed Response Requirements (6.6)
30	Firm Overview, Staff Experience, Proposed Schedule of Implementation and Additional Data (6.4, 6.5, 6.7, 6.8)
5	Documentation Samples Section (6.9)
65	Total Points

It is anticipated that the Evaluation Committee will elevate proposals scoring at least 45 points (70%) to Level 3.

LEVEL 3 – PRICING

Proposers who are elevated to Level 3 will have their pricing compared and evaluated.

Points	Evaluation Criteria
35	Total cost - Attachment B: Cost Proposal (6.11)

LEVEL 4 – REFERENCES, DEMONSTRATIONS, AND INTERVIEWS

The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to bypass Level 4 in the evaluation process and move directly to Level 5.

The following criteria will be used to evaluate those proposers elevated:

Points	Evaluation Criteria
10	Client references: Proposer's past performance in providing similar services Section (6.10)
35	Demonstration/Interview (optional)
45	Total Points

Proposals may be re-evaluated based upon criteria in Levels 2 and 3.

LEVEL 5 –BEST AND FINAL OFFER

Proposers who are susceptible of receiving award may be elevated to Level 5 for Best and Final Offer. Proposers will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be reevaluated based upon criteria in Level 2, 3, and/or 4.

Based on the result of the Best and Final Offer evaluation, a single proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other proposers who have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 **AUTHORIZATION:** By order of the Commissioners Court of Collin County, Texas, sealed proposals will be received for **RFP 2022-083, County Depository**.
- 5.2 **INTENT OF REQUEST FOR PROPOSAL:** The intent of this Request for Proposal (RFP) is to describe the services required for the contracting of a depository and relevant services.
- 5.3 **TERM:** Provide for a contract commencing upon Notice to Proceed and continuing through and including May 31, 2025. During the final two (2) years of the initial contract, the County may negotiate new interest rates and financial terms. The County may choose to terminate the contract if the parties cannot agree upon new interest rates and financial terms upon thirty (30) days' notice. The contract may be renewed for an additional two (2) year term through May 31, 2027, and the County may negotiate new interest rates and financial terms for the renewal term.
- 5.3.1 **TRANSITIONAL PERIOD:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 5.4 **CONFIDENTIALITY:** All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as "draft" and is not subject to the Texas "Public Information Act", Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Public Information Act". If any information is to be considered proprietary, the proposer must clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.5 **BINDING EFFECT:** This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County's RFP, the proposer's proposal in response to the RFP, and any additional negotiated conditions reduced to writing will become part of the final contract between the successful proposer and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Proposer acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local, or federal laws, rules, regulations, and orders.
- 5.6 **PERMITS, TAXES, AND LICENSES:** The vendor is responsible for all necessary permits, licenses, fees, and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
- 5.7 **PRICE REDUCTION:** If during the life of the contract the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 **FUNDING:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year

shall be subject to budget approval.

- 5.9 APPROXIMATE USAGE/VALUE: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. The estimated value of this contract is \$300,000 annual spend. Approximate value does not constitute an order.
- 5.10 PROPOSAL SECURITY: Each proposal is to state the amount of paid-up capital stock and permanent surplus of the bank making the proposal, and there is to be furnished with the proposal a statement showing the financial condition of the bank at the date of the proposal.

Each proposal is to be accompanied by a Certified Check for \$1,220,058.43 payable to Collin County, tendered as per L.G.C. §116.023(b)(2), conditioned that if the bank is accepted as a depository, it will file within the time prescribed by law, a pledge contract in the form and in the amount and manner required by law, accompanied by securities acceptable to Collin County. Such initial pledge contract will not exceed \$35,000,000.00, as the County will elect to exercise other legally provided statutory investment options. The County does not anticipate having more than \$150,000,000 on deposit at any one time during the contract period. However, during peak collection periods, this contract will require additional pledges as required by law. In considering the proposals, the County reserves the right to select the proposal(s) most advantageous to the County.

- 5.11 PURPOSE/SCOPE OF WORK: The County is soliciting proposals for banking services from all banks with home offices or branch facilities within the boundaries of Collin County, Texas, that are desiring to be designated the depository for County funds. The depository law is covered by Local Government Code (L.G.C.) § 116.001 et seq., L.G.C. § 117.001 et seq., and L.G.C. § 2256.001 et seq. The applicant(s) selected as a depository may also be the depository for trust funds of the County and District Clerks as governed by L.G.C. §117.001 et seq., as well as the depository for all district, county, and precinct officials as provided by L.G.C. §113.001 et seq. and L.G.C. §116.001 et seq.

This RFP covers general banking services, safekeeping services, merchant credit card services, and purchasing cards.

The County reserves the right to select more than one depository. The County reserves the right to reject any or all proposals and the right to request additional information and/or clarification of items submitted in the proposal.

This RFP does not include any investment management services.

The County encourages all eligible and qualified bank representatives to examine this RFP carefully. Qualified banks are requested to submit proposals to provide banking services as defined in this RFP. The County expects the selected bank to be a leader and an innovator in the development and execution of financial products and services, and expects these services to be of the highest quality. Refer to L.G.C. § 116.001 et seq. for the definition of a bank as a qualified depository.

- 5.11.1 REQUIREMENTS: This section lists the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Subsections are detailed in the response form Attachment A. Specific responses to each requirement must be provided in the accompanying response form.

5.11.1.1 MINIMUM QUALIFICATIONS: See Attachment A. This section lists the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Specific responses to each requirement must be provided in the accompanying response forms.

5.11.1.2 REQUIRED BANK QUALIFICATIONS: See Attachment A. The requirements listed in this section shall be met at all times by the bank(s) in order to maintain the depository agreement in good standing.

5.11.13 DETAILED RESPONSE REQUIREMENTS: See Attachment A. Please respond to each item.

5.11.14 PLEDGE SECURITY REQUIREMENTS: As required under L.G.C. § 116.051, within fifteen (15) days after the selection of the depository, the bank(s) selected must qualify as a County Depository. Per L.G.C. § 116.054, the Commissioners Court has selected the form of securities pledge contract as the method of securing the funds of the County, with the exception that the County will not accept mortgage-backed securities. The pledge contract for securities is to be conditioned on the faithful performance of all the duties and obligations devolving by law on the depository. The pledge contract must be approved by the bank's Board of Directors or a designated committee in compliance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1988, and continuously made an official record of the depository.

The selected depository or depositories shall provide the County with a copy of the appropriate document approving the contract. Such pledge contract must total the amount of the deposits to be identified by the County, which may be up to an initial maximum of \$35,000,000.00. The amounts of the securities to be pledged shall be based on fair value as of May 1, 2021, and shall be determined by a list of identifying numbers, including type, par value, fair value, and portion of fair value pledged in Collin County's name by security. Such list shall be furnished to and approved by the County Auditor prior to the signing of the depository contract and this list will become part of said contract.

Whenever there shall accrue to the County, or any subdivision thereof, deposits in excess of the amount of securities pledged, the depository is to immediately make additional pledges, approved in advance by the County Auditor, in amounts sufficient to cover the increased deposits. Correspondingly, when County funds shall be reduced below the amount of securities pledged, the depository may, with the County Auditor's approval, withdraw securities in the amount of such excess fair value. The total fair value of pledged securities must exceed the total deposits of the County and all subdivisions thereof at all times. Pledged securities will be held by the Federal Reserve or other approved third-party in the name of Collin County.

5.11.15 INVESTMENT SERVICES REQUIREMENTS: The County requests that the primary depository act as a clearing and safekeeping agent for securities purchased and held by the County. The types of securities purchased are defined in the investment policy adopted annually by Commissioners Court in compliance with Title 10, Chapter 2256, et seq. Vernon's Texas Code Annotated. A copy of the current investment policy is provided as Exhibit A. All security purchases are on a delivery versus payment basis. Investment settlement information will be provided by fax on date of purchase outlining the investment, settlement date, entity making the purchase, and account number to provide funding. Confirmation of settlement and notification of any settlement problems should be made to the County Auditor immediately. Written confirmation in the form of a safekeeping receipt is required within three (3) working days of settlement. Interest payments due on securities in the portfolio must be posted on the due date along with the written credit advice provided within three (3) working days. The County should be notified of any securities in its portfolio called prior to maturity. The depository must provide a monthly portfolio report listing all securities held in safekeeping. The report must include the purchase cost, fair value percentage and extended fair value as of the monthly closing date. The County is also interested in establishing procedures for sweeping the primary demand accounts nightly, on weekends, and on holidays.

5.11.2 INVESTMENTS & DEMAND DEPOSITS: The Commissioners Court shall determine and designate through the investment officer, from time to time, the character and the amount of County funds which will be deposited by it in the depository that shall be "demand deposits", and similarly

the character and amount of funds which shall be “time deposits”. The County may contract with the depository or other approved agency in regard to the payment of interest on investments at such a rate or rates as may be lawfully contracted and/or indicated on the proposal of the depository or depositories selected. The term “demand deposits” and “time deposits” as used herein shall mean the same as set out in L.G.C., Chapter 116. The County does not anticipate certificates of deposit will be the primary method of investing. We do anticipate the capability to sweep the primary demand accounts on a daily, weekend, and holiday basis to invest in fully collateralized repurchase agreements. Collin County reserves the right to invest in any of the instruments listed in V.T.G.C., Title 10, § 2256.001 through 2256.016 and L.G.C. § 116.112 or any other investment instrument authorized by law, either through the designated depository, through legally authorized dealers or brokers, and/or directly with authorized agencies, including but not limited to TEXPOOL and TexSTAR investment pools authorized by V.T.G.C. Title 10, § 2256.016 through 2256.019.

As of January 1, 2021, Collin County had total deposits and investments (unaudited) of approximately \$250,425,738.78. We currently maintain 65 demand accounts, of which 36 are interest bearing, and multiple trust accounts which are court ordered to be interest-bearing accounts, all of which are invested in certificates of deposit at various banks. Collin County reserves the right to open and maintain any number of accounts as may be needed during the contract period.

- 5.11.3 DESIGNATING DEPOSITORY: As soon as a contract for pledged securities is given to and approved by the Commissioners Court, an order will be entered upon the minutes of the Court by the County designating the successful applicant as a depository for the funds of the County until ninety (90) days after the time fixed for the next selection of depository. Thereupon, the County and County Officials will place with said depository within ninety (90) days all the funds belonging to the County, except as noted below, as well as all the funds belonging to any District not selecting its own depository, and immediately upon receipt of any money thereafter will deposit it with the depository to the credit of the County or District. The Assessor/Collector of Taxes will immediately deposit with the depository designated by Commissioners Court all taxes and other monies collected by that office. The County and District Clerks will deposit into the depository all funds and fees collected for County and State officials, except trust funds otherwise provided for.

Upon the qualifying of the depository, all securities pledged to the County are to be delivered to the Federal Reserve or other approved third party in the name of Collin County. The County Auditor prescribes appropriate records for the maintaining of the securities. The pledge of securities contract of the depository is to cover all County, subdivisions of the County and trust funds deposited.

- 5.11.4 MULTIPLE DEPOSITORIES: More than one depository may be selected. Should more than one depository be selected, L.G.C. § 116.115 will apply and the Commissioners Court shall designate one of the depositories to act as a clearinghouse for all the others.
- 5.11.5 RETURN OF CERTIFIED CHECKS: When the selection of a depository has been made, the certified check of the applicant whose proposal is accepted will be returned at the time the bank selected as depository enters into and files the pledge contract required, said pledge contract has been approved by the Commissioners Court, and tendered securities have been accepted by the County. The checks of applicants not selected will be immediately returned.
- 5.11.6 RFP QUESTIONS: There will be **no pre-proposal conference**. Questions regarding the RFP, or the services requested should be asked in the “Questions” tab feature in the Collin County e-bidding system. All respondent questions will be accepted through the listed questions deadline. Answers to all respondent submitted questions will be communicated through the Collin County e-bidding system.

6.0 PROPOSAL FORMAT

In accordance with the directions below, Proposer shall provide a response for each item in Sections 6.4 through 6.10 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. If an item is “not applicable” or “exception taken”, Proposer shall state that and refer to Section 7.0 Exceptions, with explanation.

Proposer shall adhere to the instructions in this RFP for preparing and submitting the proposal. If Proposer does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
Attn: Purchasing, Senior Buyer
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.

Manual submittals shall include an electronic copy in a searchable format.

If submitting hard copies, submit one (1) original and four (4) copies.

It shall be the responsibility of Proposer to ensure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.2 **POINT OF CONTACT:** Information regarding the purchasing process and the contents of this RFP may be obtained online via <http://collincountytx.ionwave.net>, from the Collin County Purchasing Department, or by emailing purchasing@co.collin.tx.us, Craig Levy. All questions regarding the RFP shall be submitted online.

6.3 **GENERAL REQUIREMENTS:**

6.3.1 Proposer shall provide a response for each of the requirements in Attachment A: Requirements and Attachment B – Cost Proposal. Any exceptions shall be stated in Section 7.0.

6.3.2 Proposer shall follow the format outlined in Section 6.0 when submitting a response.

6.3.3 **SUPPORTING MATERIALS:** Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Proposer is requested to submit descriptive literature sufficient in detail to enable a comparison of the specifications of the services

proposed with that of the requirements stated herein.

Proposals should not contain promotional or display materials, except as they may directly answer requested information; the section number shall be clearly referenced.

6.4 FIRM OVERVIEW: Proposer is requested to define the overall structure of the firm to include the following:

- 6.4.1 A descriptive background of your company's history, including your company's background in providing these services to governmental organizations.
- 6.4.2 Your principal business location and any other service locations.
- 6.4.3 The address and normal business hours of your local service location and the number of support personnel assigned to location.
- 6.4.4 The state in which you are incorporated to operate and the date of incorporation.
- 6.4.5 Whether you operate independently as a bank or as a holding company affiliate.
- 6.4.6 Your primary line of business.
- 6.4.7 How long you have been providing depository service(s).
- 6.4.8 The range of corporate services performed by the office.

6.5 STAFF EXPERIENCE:

- 6.5.1 Describe the organization of the staff team who will service the contact.
- 6.5.2 Provide a list of the officers of the staff team, including name, title, and length of service with the bank. Remaining staff should be identified by name and title. Additional qualifications and experience on similar projects may be included.

6.6 REQUIRED SERVICES:

- 6.6.1 BANK SERVICES: Clearly describe the scope of the required services to be provided as listed in Exhibit A Section IV. Include a discussion of your bank's approach to be used for compliance with the RFP.
- 6.6.2 SAFEKEEPING SERVICES: The County currently utilizes the depository bank for its safekeeping services. The County wishes to contract for services that provide the maximum amount of safety for physical securities, while utilizing innovative methods to optimize cash flow from investment securities. Please see Exhibit A Section V for services required.

6.7 PROPOSED SCHEDULE OF IMPLEMENTATION:

- 6.7.1 Comment on the bank's ability to meet a ninety (90) day implementation date and present a schedule of when information provided by the County should be made available.

6.8 ADDITIONAL DATA: If there is no additional information to present, please indicate such.

- 6.8.1 ESSENTIAL INFORMATION: Provide any additional information not previously requested but considered essential to the proposal.
- 6.8.2 ALTERNATIVE PROPOSALS: Alternative proposals may be advanced.

6.9 SAMPLE DOCUMENTS: Provide the following documents:

6.9.1 All services agreements the County would be expected to execute

6.9.2 The depository contract

6.9.3 Check clearing availability schedule

6.9.4 Report samples to include, but not limited to:

6.9.4.1 An account analysis statement

6.9.4.2 An account reconciliation statement

6.9.4.3 A bank statement

6.9.4.4 A collateral report

6.9.4.5 A security safekeeping portfolio report

6.9.4.6 A safekeeping receipt

6.9.4.7 Wire transfer advice

6.9.4.8 ACH notification of change

6.9.4.9 ACH notification of returned item

6.10 REFERENCES:

6.10.1 Proposer is requested to include at least three (3) references of comparable size using the bank's services, including the client name, contact person, email address, and phone number.

6.11 PRICING – COST PROPOSAL:

6.11.1 Please see Attachment B: Cost Proposal. Be sure to include all items necessary to perform all services.

6.11.1.1 Add lines to Attachment B as necessary to capture all fees.

6.11.1.2 Fees not noted may not be charged during the contract.

7.0 EXCEPTIONS TO THE RFP

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the RFP. Attach additional pages as needed. If no exceptions are listed in Section 7.0, it is understood that Proposer has agreed to all RFP requirements. The response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Proposer is Unable to Perform	Steps Taken to Meet Requirement

Attachment A - Requirements, Proposal 2022-083

**Respond to the following Letter/# items as requested with YES or NO.
Note any exceptions on a separate page identified by the Letter/# of the item.**

		Response
	<u>Minimum Qualifications</u>	
A1	Proposer is insured by the Federal Deposit Insurance Corporation (FDIC).	
A2	Proposer is eligible to be a depository of County funds pursuant to State of Texas Local Government Chapter 116 – Depositories for County Public Funds, as amended, with a full service branch in or near McKinney, Texas.	
A3	Proposer is an on-line cash and securities member of the Federal Reserve.	
A4	Proposer has the ability to provide 105% collateralization of all County deposits with obligations or letters of credit of the United States or its agencies or instrumentalities (see Exhibit A).	
A5	Proposer has the capacity of providing all “Required Services” internally. The County prefers the responding bank provide services without the use of joint ventures, consortiums, or contract service providers because of control issues. The County will determine the acceptability of any arrangements with the objective of the RFP being the “total solution”.	
A6	Proposer will maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000; banker’s professional liability in the amount of \$2,000,000 per occurrence/annual aggregate; and valuable paper coverage.	
A7	Proposer has included a certified check in the amount of \$1,220,058.43	
	<u>Required Bank Qualifications</u>	
A8	Proposer agrees to provide a hardcopy of all monthly statements for all accounts to the County Treasury by the seventh (7th) working day following the end of the month, including total receipts, disbursements, and balances in printed numbers of each account, accompanied by the canceled checks and deposit slips for the period. The canceled checks, deposits, and other debits and credits may be provided as an image with front and back shown. This is in addition to any online access.	
A9	Proposer agrees to provide a hardcopy of the Statement of Account Analysis to the Auditor’s Office by the seventh (7th) working day following the close of the month, by account, and include a total recap of all accounts. This is in addition to any online access.	
A10	Proposer agrees to forward a statement of the Bank’s financial condition to the County Auditor of Collin County on a quarterly basis.	
A11	Proposer agrees to designate one (1) Bank Officer to handle all accounts and communication.	
A12	Proposer agrees to keep each account designated by the County separate. The accounts and funds are subject to the examination of the County Auditor at any time.	
A13	The County provides its employees with the benefit of direct deposit of payroll. If in the course of direct deposit transfers, such transfer should fail to occur as the result of failure by the depository to initiate said transfer, the depository will reimburse individual employees for all costs incurred due to overdrafts and returned check charges assessed against them directly or against their individual checking accounts.	

Attachment A - Requirements, Proposal 2022-083

**Respond to the following Letter/# items as requested with YES or NO.
Note any exceptions on a separate page identified by the Letter/# of the item.**

		Response
A14	The depository is to collect all checks, drafts, and demands for money so deposited with it by the County and its officers. No funds or fees may be withdrawn from the County depository except by properly drawn warrants which have been approved and signed by the appropriate authorities designated on the signature cards applicable to the situation. All accounts and signature cards must be approved by the County Auditor. All accounts must bear the Collin County Employer Identification Number (EIN) 75-6000873. The depository hereby warrants that such other funds deposited by officials of Collin County will be secured as designated in the Depository Contract for County Funds and Trust Funds.	
A15	Proposer has reviewed the Collin County Investment Policy (Exhibit B) and agrees to familiarize themselves with the County's investment objectives and constraints.	
	Detailed Response Requirements	
A16	Do you offer interest bearing commercial demand accounts?	
A17	Do you offer non-interest bearing commercial demand accounts?	
A18	Are overdrafts permitted if there are sufficient balances in the aggregate for all other county accounts?	
A19	Do you have branches that offer night deposit services in the following cities in Collin County:	
A19-1	* McKinney	
A19-2	* Plano	
A19-3	* Frisco	
A19-4	* Allen	
A19-5	* Farmersville	
A20	When are the deposits from the night deposit service opened?	
A21	When is the credit for the deposit entered in the account ledger?	
A22	Is the credit a full credit or a provisional credit?	
A22-1	* If provisional, when does it become a full credit?	
A23	Do you provide cashiers checks, money orders and exchange items?	
A24	Do you offer same day credit on all deposits (answer and note cut-off time):	
A24-1	* Branch Deposits	
A24-2	* Check Processing Facilities	
A24-3	* Vault	
A24-4	* Electronic Deposits	
A25	At the end of each month, do you provide an electronic file of all transactions?	
A25-1	* What format is the file?	
A26	Do you offer positive pay services?	
A27	Do you provide ACH services for electronic entries?	
A28	Do you offer wire transfer capabilities?	
A29	The County uses a direct deposit account for wires received from state, federal and other agencies. Do you notify the County when a wire is received?	
A29-1	* If yes, is the County notified by e-mail when deposit is received?	
A29-2	* If yes, is the County notified by phone when deposit is received?	

Attachment A - Requirements, Proposal 2022-083

**Respond to the following Letter/# items as requested with YES or NO.
Note any exceptions on a separate page identified by the Letter/# of the item.**

		Response
A30	Do you provide electronic access to accounts, check balances, deposit status, check status, and status of other items?	
A31	Do you provide electronic capabilities to issue stop payment?	
A32	Is interest credited monthly?	
A33	Do deposit items on checks issued within the Dallas Federal Reserve System get credited within one day of deposit?	
A33-1	* If only certain ABA codes within the Dallas Federal Reserve System get credited within one day, please list those codes in the response box.	
A34	If there is a discrepancy between the deposit slip and the teller count, are those discrepancies cleared the same day?	
A34-1	* If yes, is the County notified by e-mail when discrepancy is discovered?	
A34-2	* If yes, is the County notified by phone when discrepancy is discovered?	
A34-3	* If the county is not notified by e-mail or phone, when is the County notified and how?	
A35	If there is a returned check, is it re-presented for payment?	
A35-1	* If re-presented, is the County notified of the return check and the re-presentation?	
A35-2	* How is the County notified of the re-presentation?	
A35-3	* If the check is returned a second time, how is the County notified?	
A36	Is the statement date the last day of the month?	
A36-1	* How soon is the statement available on-line?	
A36-2	* Will the paper statement be delivered to the County by the 7th working day of the next month?	
A36-3	* Will the statement include the original of all items recorded on the statement?	
A36-4	* Will the statement include images of all items recorded on the statement?	
A36-5	* Will the deposits be shown on the statement in date order?	
A36-6	* Will the checks cleared be shown on the statement in numerical order?	
A36-7	* Will the miscellaneous items be shown in date order on the statement?	
A36-8	* If the checks and miscellaneous items are returned with statement, will they be returned in numerical order?	
A37	Will the statement of account analysis be provided within 10 working days of month end?	
A37-1	* Will the account analysis cover each of the County's accounts?	
A37-2	* Will the account analysis include all of the account activity for the period?	
A37-3	* Will the account analysis show the number of the various types of transactions that affected each account during the period?	
A34-4	* Will the account analysis include the assignment of costs for each transaction type and a total for that transaction type?	
A37-5	* Will all of the activity be grouped in order to compare against the earnings credit and any compensating balance requirements?	
A37-6	* Do you acknowledge that any cost shown on the account analysis statement that is not specifically listed on this cost proposal will not be considered valid under this contract?	
A38	Is there an alternative to a one-time use deposit bag?	
A38-1	* If so, what is that alternative?	
A39	Do you agree that any cost not covered by this contract will not be charged until an amendment to the contract is prepared and signed by both parties?	
A40	Will any new accounts that need to be opened have with the same conditions as accounts opened with the initial effort?	

Attachment A - Requirements, Proposal 2022-083

**Respond to the following Letter/# items as requested with YES or NO.
Note any exceptions on a separate page identified by the Letter/# of the item.**

		Response
A41	Is the bank an authorized depository for Federal PR withholding?	
A42	Do you acknowledge that the County is not seeking portfolio management?	
A43	Will you act as clearing and safekeeping agent for the County?	
A44	Do you provide sweep services for primary demand accounts?	

Attachment B - Cost Proposal 2022-083

Please include fees for all categories necessary to provide the service to the County.

Add lines as necessary to capture all fees.

Fees not noted may not be charged during the contract.

Respond to the following Letter/# items as requested.

		Response	Price if Applicable
B1	Interest-Bearing Commercial Demand Accounts		
B1-1	* Provide fixed interest rate		
B1-2	* Provide variable interest rate		
B1-3	* Provide minimum investment amount		
B1-4	* Provide basis for determining variable interest rate		
B1-5	* Provide applicable service charges for each interest-bearing demand account		
B2	Non-Interest Bearing Commercial Demand Accounts		
B2-1	* Provide applicable service charges for each non-interest bearing demand account		
B3	Are you offering to offset costs with an earnings credit?		
B3-1	* If yes, what is the current or proposed earnings credit rate?		
B3-2	* If yes, is the rate calculated on the net after or before the required Federal Reserve reserve amount?		
B3-3	* If applicable, what is the required minimum aggregate balance to earn the credit?		
B3-4	* If there is a required minimum amount, does that amount earn interest?		
B4	The County may at times have large balances to be deposited. This is particularly true during property tax collections primarily from November 15 to February 15. When this occurs, the County may have balances in its accounts in excess of \$100 million for short periods of time. Will you charge the County any cost for excess deposits over a predetermined maximum?		
B4-1	* If yes, what is the amount of the charge?		
B4-2	* If yes, what is the limit before you will begin charging this additional fee for our account balances?		
B5	Provide a current interest rate for time deposits (i.e. certificates of deposit). The County understands that this rate will change with time and does not hold the proposer to this specific rate; this is for comparison only.		
B5-1	* 6 months		
B5-2	* 12 months		
B5-3	* 18 months		
B5-4	* 24 months		
B6	Overdrafts		
B6-1	* Are overdrafts permitted if there are sufficient balances in the aggregate for all other County accounts?		
B6-2	* Is there a charge if an overdraft occurs on an account?		
B6-3	* What is the cost for each overdraft? Note all costs.		
B6-4	* If there is a charge, is the cost covered under the earnings credit?		
B7	Are encoded deposit slips included in your bid?		
B7-1	* If yes, is there a charge for encoded deposit slips?		
B7-2	* If yes, how much is that charge (quoted per 100 slips)?		
B7-3	* Does the proposer expect the cost of deposit slips to be charged against the earnings credit?		
B7-4	* The County estimates the total number of encoded deposits required to be approximately 9,000 per year. If the proposer is providing an allowance for bank supplies, are there sufficient amounts in the allowance to cover the estimated cost for this item and other items to be paid by the allowance?		
B7-5	* If no, please provide the cost for encoded deposit slips per 100 slips when we exceed the allowance.		
B8	Is there a service charge on each account?		
B8-1	* Is this charge in addition to any account maintenance on each account?		
B8-2	* What is the service charge for each account?		
B8-3	* Is there a setup fee per account to open the account?		
B8-4	* If there is a service fee and an account maintenance fee, how much is the maintenance fee per account?		
B9	The County may need as many as five (5) safety deposit boxes. Are these items included in the bid?		
B9-1	* If each box is a large, what is the cost for a large safety deposit box?		
B9-2	* Is there a setup fee for each box in addition to the rental cost?		
B9-3	* If the safety deposit box key is lost, what is the charge to replace it?		
B9-4	* If the key has to be replaced, what is the charge for drilling out the existing lock?		
B10	Night Deposits - Do you have branches that offer night deposit services in:		
B10-1	* McKinney		
B10-2	* Plano		
B10-3	* Frisco		
B10-4	* Allen		
B10-5	* Farmersville		
B10-6	* If applicable, what is the charge for night deposit service?		
B10-7	* When are the deposits from the night deposit service opened?		
B10-8	* When is the credit for the deposit entered in the account ledger?		
B10-9	* Is the credit a full credit or provisional credit?		
B10-10	* If provisional, when does it become a full credit?		

B11	Provide cost, if any, for the following:		
B11-1	* Cashier's checks		
B11-2	* Money orders		
B11-3	* Exchange items		
B12	If the items are covered under a supplies allowance, provide cost if the supply allowance has been used up for the year:		
B12-1	* Cashier's checks		
B12-2	* Money orders		
B12-3	* Exchange items		
B13	If applicable, provide cutoff time for same-day credit on deposits:		
B13-1	* Branch deposits		
B13-2	* Check processing facilities		
B13-3	* Vault		
B13-4	* Electronic deposits		
B13-5	Cost - How much is the transaction charge for each item on the deposit?		
B14	Provide monthly cost, if any, per file for end of month electronic file.		
B14-1	* If applicable, what is the setup cost per file?		
B15	Provide monthly cost per account to utilize the positive pay service.		
B15-1	* If applicable, what is the cost per batch?		
B15-2	* If applicable, what is the cost per item originated?		
B15-3	* What is the setup fee for the service?		
B16	Provide monthly cost per account to utilize ACH service.		
B16-1	* If applicable, what is the cost per batch transmitted?		
B16-2	* If applicable, what is the cost per item originated?		
B17	Wire Transfers		
B17-1	* Provide setup cost for each wire template		
B17-2	* What is the cost for incoming wire transfers per wire?		
B17-3	* What is the cost for outgoing wire transfers per wire?		
B17-4	* What is the monthly maintenance cost for maintaining the wire templates?		
B18	Online Access to Accounts		
B18-1	* Is there a monthly maintenance fee for online access?		
B18-2	* Is the maintenance fee per account?		
B18-3	* What is the monthly maintenance fee?		
B18-4	* What is the maintenance fee to use electronic access?		
B18-5	* If applicable, what is the cost to set up the access?		
B18-6	* Is the cost a one-time or recurring expense (monthly, annually, etc.)?		
B19	Stop Payment Fee		
B19-1	* Is there a maintenance fee for stop payment capability?		
B19-2	* If yes, what is the maintenance fee in addition to the stop payment fee?		
B19-3	* If applicable, what is the setup fee for the County to be able to issue the stop payment?		
B20	Chargeback		
B20-1	* What is the cost for a chargeback reclear?		
B20-2	* What is the cost for each chargeback item?		
B21	Checks		
B21-1	* What is the charge for the returned check, if it does not clear after representment?		
B21-2	* If there is a charge, is it covered by the earnings credit?		
B21-3	* For checks processed, is there a cost for each check posted/cleared?		
B21-4	* If yes, what is the cost for each check posted/cleared?		
B22	Change		
B22-1	* State fee for unrolled change		
B22-2	* State fee for requesting rolled change		
B22-3	* State fee for requesting currency change		
B23	Miscellaneous		
B23-1	* For miscellaneous debits and credits, state change, if any, for each item posted/cleared		
B23-2	* The County utilizes remote capture in several departments. It is the desire of the County not to be charged for equipment related to this service. Please state if this equipment is included or if there is a separate cost.		
B23-3	* Cost for alternative to one-time use deposit bag, if any		
B24	Allowances		
B24-1	* Is there any offer of special consideration or allowance to help with the transition to a new depository? If yes, what is that consideration?		
B24-2	* Is there any offer of an allowance for banking supplies or services offered to defray the cost of those items? If yes, what is that offer?		
B24-3	* If applicable, is the banking supplies or services allowance renewable each year or a time allowance?		
B24-4	Are any of the following included in the banking supplies or services allowance:		
B24-4	* Deposit slips		
B24-5	* Endorsement stamps		
B24-6	* Deposit bags		
B24-7	* Other supplies		
B24-8	Cost after allowance is exhausted:		
B24-8	* Deposit slips		
B24-9	* Endorsement stamps		
B24-10	* Deposit bags		
B24-11	* Other supplies		

B25	Investment Services Required - Safekeeping of Securities Clearing and Safekeeping Agent		
B25-1	* Provide cost per transaction, if any		
B25-2	* Provide flat monthly fee, if any		
B25-3	* Provide flat annual fee, if any		
B25-4	* Provide annual custody fee, if any		
B25-5	* Provide activity charge per transaction, if any		
B25-6	* Provide percentage fee charged for acting as custodian		
B26	Sweep Services for Primary Demand Accounts		
B26-1	* Provide cost per transaction, if any		
B26-2	* Provide flat monthly fee, if any		
B26-3	* Provide flat annual fee, if any		
B26-4	* Provide annual custody fee, if any		
B26-5	* Provide activity charge per transaction, if any		

Attachment C - Certified Check Statement

A CERTIFIED CHECK for \$1,220,058.43 payable to Collin County accompanies this Proposal and is tendered as per L.G.C., Chapter 116.023(b)(2).

Bank Name: _____

By: _____

Title: _____

Phone: _____

E-Mail: _____

Officer authorized to receive return of certified check:

CERTIFIED CHECK RECEIPT:

Received above check for \$ _____

date: _____ by: _____

**COLLIN COUNTY
2021 Investment Policy**

I. Investment Authority and Scope of Policy

Introduction

This policy serves to satisfy the statutory requirements of Texas Local Government Code (LGC) Section 116.112 **Investment of Funds**, and Government Code (GC) Chapter 2256 **Public Funds Investment** (PFIA) to define and adopt a formal investment policy. This policy will be reviewed and adopted by order annually according to *GC Section 2256.005(e)*.

Scope

This policy applies to all financial assets of all funds of the County of Collin, Texas, the Collin County Housing Finance Corporation, The Collin County Toll Road Authority, and the Collin County Health Care Foundation, unless expressly prohibited by law. Idle funds required to be kept in a non-interest bearing account by agreement with Commissioners Court are not subject to investment.

This policy establishes guidelines for: 1) who can invest County funds, 2) how County funds will be invested, and 3) when and how periodic reviews of investments will be made. In addition to the requirements of this policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable state and federal law.

Investment Strategies

As permitted by *GC Chapter 2256*, the County has established three pooled investment funds groups: 1) the Operating Pooled Investment Funds Group, 2) the Non-Operating Pooled Investment Funds Group and 3) the Capital Projects Pooled Investment Funds Group. "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested. *GC Section 2256.002(9)*. In accordance with the Public Funds Investment Act, *GC Section 2256.005(d)(1-6)*, a separate written investment strategy has been developed for each of the pooled funds groups under Collin County's control. Each investment strategy describes the investment objectives for the particular fund or groups of funds using the following priorities of importance:

1. Understanding of the suitability of the investment to the financial requirements of the entity
2. Preservation and safety of principal
3. Liquidity
4. Marketability of the investment if the need arises to liquidate the investment before maturity
5. Diversification of the investment portfolio
6. Yield

II. Investment Objectives

General Statement

Funds of the County will be invested in accordance with federal and state law and this investment policy. The County will invest according to investment strategies for each pooled investment funds group as they are adopted by order of the Commissioners Court in accordance with *GC Section 2256.005(d)(1-6)*.

Safety of Principal and Maintenance of Adequate Liquidity

GC Section 2256.005(b)(2)

Collin County is concerned about the return of its principal. Therefore, safety of principal is the primary objective in any investment transaction.

The County's investment portfolio is structured in conformance with an asset/liability management plan which provides liquidity necessary to pay obligations as they become due.

Diversification

GC Section 2256.005(b)(3)

It is the policy of Collin County to diversify its portfolio to reduce the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

Yield

GC Section 2256.005(b)(3)

In accordance with Government Code and PFIA, it is the County's goal to earn the maximum rate of return allowed on its investments within the policy imposed by safety and liquidity objectives, investment strategies for each pooled funds group, and state and federal law governing investment of public funds.

Maturity

GC Section 2256.005(b)(3)

Portfolio maturities will be structured primarily to meet the obligations of the County, and subsequently to achieve or obtain the highest return. When the County has funds that exceed current year obligations, maturity restraints will be imposed based upon the investment strategy for the non-operating investment pooled funds group. The maximum allowable stated maturity of any individual investment owned by the County in the non-operating pooled investment funds group is five years from settlement date, with the exception of Mortgage Backed Securities (MBS), which shall not have a stated final maturity date of greater than 10 years

County Investment Officer's Responsibility and Controls

In accordance with *GC Section 2256.005(f)*, the Commissioners Court shall designate, by resolution, the County Auditor and Budget Director as investment officers to be jointly responsible for the investment of its funds as defined in this investment policy. Persons designated by the Commissioners Court to be responsible for investments must demonstrate quality and capability of investment management, and shall exercise the judgement and care that a prudent person would exercise in the management of the person's own affairs. The governing body of the County retains ultimate responsibility as fiduciaries of the assets of the County.

To meet the daily operational needs of the County, the County Auditor shall deposit, withdraw or transfer County funds in/out of its investment pool, money market mutual fund, insured cash sweep, or depository institution accounts. Written documentation of these inter-County account transactions shall be provided to the Commissioners Court, County Auditor, and County Budget Director.

Any County investment purchase that is not required to meet daily operational needs must be approved by two investment officers prior to settlement. An exception may be made when seeking to purchase bond securities in a volatile market, where a quick turnaround time is critical to secure an offer, and/or the quantity of shares is limited.

Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the County.

Investment Committee

The Investment Officers, together with two members of Commissioners Court, shall be members of the Investment Committee. The Investment Committee shall review the investment portfolio's status and performance, advise appropriate portfolio adjustments, monitor compliance with the Investment Policy and Investment Strategy Statement, and perform other investment related duties as necessary.

Training Requirements

The investment officers and members of the Investment Committee shall:

- attend at least one investment training session containing at least 10 hours of instruction within 12 months after taking office or assuming duties,
- and attend at least one investment training session to receive at least 10 hours of investment training at least once in a two-year period that begins on October 1st and consists of the two consecutive years after that date.

All investment training sources must be approved by the Texas Association of Counties-County Investment Academy. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the *Section 2256.008(c) of the Texas Government Code*.

Investment training shall be paid out of the Non-Departmental budget for members of the Investment Committee, and one assistant County Auditor.

Investment Officer Disclosure

If an investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the investment officer must file a statement disclosing that personal business interest, or relationship, with the Texas Ethics Commission and the Commissioners Court in accordance with *GC Section 2256.005(i)*.

III. Investment Policies

Authorized Investments

No investment shall be allowable for purchase unless authorized as part of The County Investment Policy adopted by Commissioners Court.

The Collin County Investment Officers shall use any or all of the following authorized investment instruments consistent with governing law under *GC Section 2256.009(a)* and the County's investment objectives:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Certificates of deposit issued by a state or national bank, a savings and loan association domiciled in this state, or a state or federal credit union domiciled in this state and is:
 - a. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - b. Secured by obligations that are described by *Section 2256.009(a)*, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by *section 2256.009(b)*; or
 - c. Secured in any other manner and amount provided by law for deposits of the investing entity; and
 - d. Solicited by bid or offer orally, in writing, electronically, or any combination of methods outlined under *GC Section 2256.005(c)(1-4)*;

7. Commercial Paper is an authorized investment under [GC 2256.013](#) if the commercial paper:
 - a. has a stated maturity of 365 days or fewer from the date of its issuance; and
 - b. is rated not less than A-1 or p-1 or an equivalent rating by at least:
 - i. two nationally recognized credit rating agencies; or
 - ii. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
8. Money market mutual funds registered with and regulated by the Securities and Exchange Commission and fully conforming with [GC Sections 2256.014](#) and [2256.016\(b\) and \(c\)](#) relating to the eligibility of investment pools to receive and invest funds of investing entities;
9. Investment pools, as discussed in the Public Funds Investment Act, [GC Section 2256.016-2256.019](#), are eligible if the Commissioners Court, by order, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by [GC 2256.016](#). An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with [GC 2256.016](#) and the investment policies and objectives adopted by the investment pool. The County, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds; and
10. Bonds issued, assumed, or guaranteed by the State of Israel.

The County expressly allows money market mutual funds and eligible investment pools authorized by the Commissioners Court to invest to the full extent permissible within the Public Funds Investment Act.

Investment of Bond Proceeds and Pledged Revenue

[GC Section 2256.0208](#)

(a) In this section, "pledged revenue" means money pledged to the payment of or as security for:

- (1) Bonds or other indebtedness issued by a local government;
- (2) Obligations under a lease, installment sale, or other agreement of a local government; or
- (3) Certificates of participation in a debt or obligation described by Subdivision (1) or (2).

(b) The investment officer of a local government may invest bond proceeds or pledged revenue only to the extent permitted by this chapter, in accordance with:

- (1) Statutory provisions governing the debt issuance or the agreement, as applicable; and
- (2) The local government's investment policy regarding the debt issuance or the agreement, as applicable.

Prohibited

As outlined under [GC Section 2256.009](#), the Collin County Investment Officers have no authority to use any of the following investment instruments, which are strictly prohibited:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; and
5. Repurchase agreements even though they are allowable within limits by *GC 2256.011(a)(1-4)*.

IV. Investment Responsibility and Control

Investment Advisors and Providers

The Collin County Investment Officers shall invest County funds consistent with federal and state law, the County's Investment Policy, and the current depository bank contract with any or all of the following institutions or groups:

1. Depository bank;
2. Other state bank, national bank, savings and loan association, or a state or federal credit union domiciled in Texas insured in full by either Federal Savings and Loan Insurance Corporation or Federal Deposit Insurance Corporation;
3. Public Funds Investment Act Pools passage of a resolution by the Commissioners Court, as well as the required inter-local agreement;
4. Government securities brokers and dealers approved by Commissioners Court;
5. Money Market mutual funds reviewed and recommended by the Investment Committee and approved by the Commissioners Court; Money Market mutual funds reviewed and recommended by the Investment Committee and approved by the Commissioners Court.

Qualifications of Approval of Brokers/Dealers

Investment advisors and investment providers shall adhere to the spirit, philosophy and specific terms of this policy and shall invest within the same "Standard of Care" whereby the primary objective is the preservation and safety of principal.

In accordance with *GC Section 2256.005(k)*, a written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment, including investment pools and money market mutual funds. The registered principal of the business organization seeking to sell an authorized investment to the County shall execute a written instrument substantially to the effect that the registered principal has:

1. Received, reviewed, and agreed to adhere to the investment policy of the County;
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's investment policy;
3. Provided audited financial statements;
4. Provided proof of National Association of Securities Dealers (NASD) Certification;

5. Provided proof of state registration; and
6. Completed Broker/Dealer Request for Information.

Selected Investment Advisors and Investment Brokers/Dealers shall provide timely transaction confirmations and monthly activity reports.

The investment officers may not buy any securities from a person who has not delivered to the County an instrument substantially in the form provided above according to *GC Section 2256.005(k-l)*.

Approval Process of Broker/Dealer

Upon meeting the requirements established under *GC Section 2256.005(k)*, which includes the execution of a written instrument as described above, any person offering to engage in an investment transaction with the County may present a written request to the Investment Committee. The Investment Committee shall review the request and if appropriate present the request to Commissioner's Court for approval. As specified under *GC Section 2256.025*, the designated Investment Committee shall present annually a list of qualified investment brokers/dealers to the Commissioners Court for review, revisions, and approval. Once the list of qualified brokers/dealers has been adopted, only those named brokers/dealers shall be approved and qualified to engage in investment transactions with the County.

Standards of Operation

The County Investment Officers shall develop and maintain written administrative procedures for the operation of the investment program, which shall be consistent with this investment policy.

Delivery vs. Payment

GC Section 2256.005(b)(4)(E)

All investments except PFIA investment pools, or operating investments, shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received the securities purchased through the Federal Reserve wire.

When competitive offers are sought, the County will send a Request for Offer form to at least three approved and qualified broker/dealers. If a specific maturity date is required, offers will be requested for instruments which meet those purposes. The County will accept the offer, which, in its sole discretion, is determined to best provide the highest rate of return within the maturity required. Offers will not be accepted which do not meet the specified criteria in the request for offer or where the deadline specified on the request for offer(s) is not met.

For those situations where market conditions may dictate a change in the offer process noted above, the County may accumulate at least three unsolicited offers of investments for consideration to purchase. The investments considered must be comparable in structure, term, maturity, and rate. Furthermore, the offers accumulated must be no older than 5 business days prior to the date of purchase notification.

Offers may be solicited in any manner provided by law, including e-mail. All offers must be from brokers/dealers previously approved and qualified by Commissioners Court. All offers received and considered which lead to an acceptance of the offer must be documented and filed for auditing purposes.

Audit Controls

The Investment Officers shall prepare investment processes and forms to establish accounting and audit controls. The Commissioners Court will have an annual financial audit of all county funds by an independent auditing firm, as well as an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with *GC Section 2256.005(m)*.

Standard of Care

In accordance with *GC Section 2256.006*, investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of a person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

1. Understanding of the suitability of the investment to the financial requirements of the entity;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made by taking into consideration:

- The investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- Whether the investment decision was consistent with this written investment policy of the County.

V. Investment Reporting and Performance Evaluation

In accordance with *GC Section 2256.023*, not less than quarterly, the Investment Officers shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period, within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the County on the date of the report;
2. Be prepared jointly by all Investment Officers;
3. Be signed by each Investment Officer;
4. Contain a summary statement of each pooled investment funds group that states:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the period

5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
6. State the maturity date of each separately invested asset that has a maturity date;
7. State the account, fund or pooled group fund in the state agency or local government for which each individual investment was acquired;
8. State that compliance of the investment portfolio of the County complies with:
 - a. The County's investment policy;
 - b. Relevant provisions of *GC Chapter 2256*; and
 - c. Changes in ratings by Standard & Poor's or Moody's of investments owned at the end of the reported quarter (*GC Section 2256.005b*); and
9. The County shall seek a third party independent pricing source to determine the value of the County's investment portfolio.

Significant Investment Changes

It shall be the duty of the Investment Officers to notify the Investment Committee of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by the policy or not.

The County is not required to liquidate investments that were authorized investments at the time of purchase according to *GC Section 2256.017*. However, Investment Officers shall take all prudent measures that are consistent with this investment policy to liquidate an investment that does not have the minimum rating *GC Section 2256.021*.

VI. Investment Collateral and Safekeeping

Collateral or Insurance

The Investment Officers shall ensure that all County funds are fully collateralized, or insured, in a manner consistent with this investment policy and with federal and state law; and that current bank depository contracts hold one or more of the following:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities; and/or
3. Allowance under *GC Chapter 2257* Collateral for Public Funds.

Safekeeping

All purchased securities, as well as pledged securities by the depository bank, shall be held in a safekeeping account subject to the control and custody of the County, specifically in a third party financial institution with the Federal Reserve Bank or the Federal Home Loan Bank of Dallas.

All certificates of deposit purchased outside the depository bank shall be held in safekeeping, by the issuer, in a County account; and all investments must be fully collateralized at 102 percent of face value.

VII. Investment Strategy by Pooled Investment Funds Group

Operating Pooled Investment Funds Group

The objective of the Operating Pooled Investment Funds Group is to maximize earnings on short term idle cash (needed to meet obligations in less than one year) while preserving the safety of the principal invested above all else. Liquidity must be maintained to ensure adequate access to meet operating and payroll requirements. Investments of this Pooled Funds Group shall not exceed a maturity of greater than one (1) year and must maintain a weighted average maturity of not more than 90 days. This Group shall invest in the types of investments authorized under this Investment Policy to maximize earnings with emphasis on safety of principal and liquidity. Any County fund may participate in the short term Pooled Funds Group.

Non-Operating Pooled Investment Funds Group

The objective of the Non-Operating Pooled Investment Funds Group is to maximize earnings on longer-term investments. The stated maturity of any investment within the Non-Operating Pooled Funds Group may not exceed five years (60 months), with 48 months as the maximum dollar-weighted average maturity allowed, unless the investment type is a mortgage-backed security. Mortgage-Backed Securities are only authorized if the stated final maturity date is less than or equal to 10 years. Non-Operating Investments shall follow a laddering strategy of maturities while taking into account changing market conditions. The strategy shall achieve the following: 1) match cash flows with the demand for cash; 2) manage the flow of money, ensuring a steady stream of cash flows throughout the year; and 3) reduce the risks of changing markets. Above all else, the safety of the principal shall be maintained. This Group shall invest in the types of investments authorized under this Investment Policy to maximize earnings with emphasis on safety of principal. Only County funds with idle cash not required to meet obligations within one year may participate in this Pooled Funds Group.

Capital Projects Pooled Investment Funds Group

The objective of the Capital Projects Pooled Investment Funds Group is to maximize earnings on 1) idle cash (cash that is not needed in the short term); and 2) cash required to meet obligations to fund capital projects. Above all else, the safety of the principal shall be maintained. The maturity of any investment by the Capital Projects Funds Group may not exceed (3) three years, with 24 months as the maximum dollar-weighted average maturity allowed. Any investment with its maturity exceeding one year must be scrutinized to ensure that liquidity of funds meet all obligations for payments of capital projects. This Group shall invest in the types of investments authorized under this Investment Policy to maximize earnings with emphasis on safety of principal and timing of liquidity. Only capital projects funds, primarily funded with debt proceeds, may participate in this fund group. Mortgage-Backed Securities Investments are not allowable under this Pooled Funds Group.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Linda Riggs – County Auditor

Kristine Malone – 1st Assistant Auditor

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon – Assistant Purchasing Agent

Craig Levy – Sr. Buyer

Gina Zimmer – Buyer II

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

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 ▶
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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.

- Form 1099-INT (interest earned or paid)

- 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.