



Bastrop County

REQUEST FOR PROPOSALS

Proposal Reference Number: RFP 24BCP05A

Project Title: Depository of County Funds

Proposal Closing Date: 2 :00 P.M. (CST), May 08, 2024

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Bastrop County

Request for Proposals

1. Introduction

- A. Project Overview: Bastrop County is requesting Proposals with the intent of awarding a contract for a depository of County funds. The services required by Bastrop County are contained in Appendix A – Scope of Services.
- B. RFP Questions:
- i. RFP Clarifications: All questions related to requirements, processes or scope of work for this RFP should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.Proposals>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFP. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.
- G. Texas Senate Bill 13 (Sb 13): Energy Company Boycotts: If contractor is required to make a verification pursuant to section 2274.002 of the Texas Government Code, contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If the contractor

does not make that verification, the contractor must indicate in its response and state why the certification is not required.

- H. Texas Senate Bill 19 (Sb 19): Firearm Entities And Trade Associations Discrimination: If contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, contractor verifies that it (1) 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 the contractor does not make that verification, the contractor must so indicate in its response and state why the verification is not required.
- I. 2 CFR 200: In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop County follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposer: Any person with assigned authority that signs and submits Appendix B of this Request for Proposal on behalf of themselves and/or their organization.

County of Bastrop (“County”): The County of Bastrop, Texas.

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 1501 Business Park Drive, Bastrop, Texas 78602. PH: (512) 581-7110; Fax: (512) 581-4228.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:

Phone: (512) 581-7110

E-Mail: leon.scaife@co.bastrop.tx.us

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

Depository Institution: An organization that takes money from clients and places it in any variety of investment vehicles for the benefit of both the client and the organization.

3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract is awarded. If the Proposer has notified the County, in writing, that the Proposal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request,

regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.

- C. Legal Relations and Responsibilities: Proposer shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Proposer in the course of the administration and performance of the Contract. This information shall be made accessible at Proposer's local place of business in the County's jurisdiction, for purposes of inspection, reproduction, and audit without restriction.
- D. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Proposal, the Proposer agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Proposal opening.
- F. Legal Compliance: Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations, and standards in effect at the time of delivery of goods and services and must maintain all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. The proposer certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Proposal: The County reserves the right to refuse any and/or all parts of any and/or all Proposals and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with County. Proposer agrees that if Proposer is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- I. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- J. Liens: Proposer shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposer or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- K. Gratuities/Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

- L. Financial Participation: Proposer certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- M. Responsiveness of Proposals: The County desires to receive competitive Proposals but will declare any Proposals “non-responsive” if they fail to meet the significant requirements outlined in this solicitation document.
- N. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the Proposal price (Price per cubic yard) will prevail. The unit-based price of a Proposal that has been opened may not be changed for the purpose of correcting an error in the Proposal price.
- O. Identical Proposals: In the event two or more identical Proposals are received, and are lowest, responsible, and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- P. Withdrawal of Proposals: Proposers may withdraw any submitted Proposals prior to the Proposal submission deadline. Proposers may not withdraw once the Proposals have been publicly opened, without the approval of the County’s Purchasing Agent. Proposers will be allowed to withdraw Proposals that contain substantial mathematical errors in extension. However, once a Proposal has been withdrawn, it can no longer be considered.
- Q. Disqualification of Proposer: The County may disqualify Proposers, and their Proposals not be considered, for any of the following reasons: Collusion among Proposers; Proposer’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price Proposal; Proposer’s lack of financial stability; any factor concerning the Proposer’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Proposer involved in a current or pending lawsuit with the County; Proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Proposer’s attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.
- R. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for Proposals if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.
- S. Outstanding Liabilities: Proposers shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposals will be considered non-responsive and not given further consideration if submitted by a Proposer with such outstanding liabilities.
- T. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- U. Solicitation Results: The County normally posts solicitation results on-line after Proposals are received and approved in the Commissioner’s Court. The County’s website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

- V. Control of The Work: Proposer shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Proposal. Proposer must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Proposals. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- W. Cost of Proposal: The cost of submitting Proposals shall be borne by the Proposer, and the County will not be liable for any costs incurred by a Proposer responding to this solicitation.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The County reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The County reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. The proposer is responsible for incorporating any and all modifications and addendums into their Proposals.

5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: Proposer shall submit one (1) signed original Proposal and four (4) copies. The proposer shall also submit an electronic copy on a CD or USB Flash drive. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix A and Appendix B.
- B. Submittal Deadline: The deadline for submittal of Proposals is 2:00PM (CST) May 08, 2024. It is the Proposer’s responsibility to have the Proposal correctly marked and hard copies delivered to the Bastrop County Purchasing Office. No extensions will be granted, and no late Proposals will be accepted.
- C. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or another carrier. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal: Any submitted Proposal may be withdrawn, or a revised Proposal substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Proposer or the Proposer’s authorized agent, guaranteeing authenticity. Proposals cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- E. Proposal Format: All Proposals must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Proposals shall be mailed, or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Proposal shall constitute an irrevocable Proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal on the terms set forth in the Proposal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

- G. Good Faith Guarantee: A bank in the county that wants to be a county depository must deliver its application to the County including a certified check or cashier's check for at least one-half percent of the county's revenue for the preceding year. The certified or cashier's check that accompanies an application is a good faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county shall re-advertise for proposals, if necessary, to obtain a depository for the county.

6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Proposals, in accordance with Chapter 262 of the Texas Local Government Code and with the County's purchasing policy. Bastrop County will score all eligible respondents based on their responses to the requirements of Appendix A – Section 3 (Proposal Evaluation Factors). The contract will be given to the best value/most responsive proposer that complies with all requests for proposal items and requirements set forth by Bastrop County in this RFP, to include good faith guarantee and insurance requirements. The selected proposer must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, County alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the County, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal because of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Unit based price Prices and Extensions: If unit-based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the Proposer will be bound thereby.
- F. Firm Prices: Unless otherwise stated in the specifications, Proposer's prices remain firm for 90 days from date of Proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of Proposal opening, the Contractor and the County may mutually agree to extend the firm price period.
- G. Additional Information: County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of County.
- I. Debarment: The selected Proposer must **NOT** be debarred from any federal and/or state agency and Bastrop

County will conduct a review of the Proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

- J. Qualification As Depository: Within 15 days after the date a bank is selected as a county depository, the bank must qualify as the depository by providing security for the funds to be deposited by the county with the bank. The depository may secure these funds, at the option of the Commissioner's Court, by personal bond, surety bond, bonds, notes, and other securities, first mortgages on real property, real property, certificates of deposit or a combination of these methods. Personal or surety bonds that secure county deposits must be in an amount equal to the estimated highest daily balance of the county, as determined by the Commissioner's Court. However, the Commissioner's Court may not estimate the highest daily balance at an amount that is less than 75 percent of the highest daily balance of the county for the preceding year, less the amount of bond funds received and expended. A depository is not required to provide security for the deposit of county funds to the extent the deposits are insured under 12 U.S.C.A. Sections 1811-1832. The Commissioner's Court may by written order require a depository to execute a new bond whenever the Commissioner's Court considers it advisable or considers it necessary for the protection of the county. Except for an additional bond required under Local Government Code Chapter 116, Subsection 116.087, if a depository fails for any reason to file the required new bond within 5 days after the date the depository is served with the order, the Commissioner's Court may select a new depository.

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Appendix A – Scope of Services

1. **Project Title:** Depository of County Funds

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County Purchasing Agent, Leon Scaife through e-mail at leon.scaife@co.bastrop.tx.us

3. **Proposal Evaluation Factors:**

- Bank’s past and prospective financial condition
- Bank’s ability to pledge adequate securities against County deposits.
- Net rate of return on County funds.
- Ability and experience to perform ALL the requested services.
- Cost of banking and related services.
- Agreement to adhere to the requirements/terms and conditions stated in this RFP.
- Technological capabilities including cash management products are available that will enhance the County’s banking procedures.
- Clarity, accuracy, and completeness of the submitted proposal.
- Transition costs.
- Special consideration for competitive rates for Registry Funds for County and District Clerk. The County may give consideration to additional information and comments submitted by an Applicant, if the County deems such information relevant.

4. **Key Events Schedule:**

Proposal Release Date	April 10, 2024
Deadline for Submittal of Written Questions	5 PM, May 01, 2024
Sealed Proposals Due to and Opened by County	2 PM, May 08, 2024
Anticipated Award Date	June 2024

5. **Project Overview:**

It is the intent of Bastrop County to execute a contract with a bank wanting to be designated as the county depository bank. By returning the Proposal Worksheet, Bank acknowledges that it understands the Local Government Code, §116.000 through §116.155 that pertain to the managing and safekeeping of County funds and will comply with these statutes. Also, the Bank acknowledges that it understands the Local Government Code, §117.000 through §117.124 that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes. The depository thus selected will be the depository for the County funds, trust fund of the County and District Clerks of Bastrop County, money collected and held by the Tax Collector pending distribution, and all general and special funds of every nature which the County may tender for deposit during the five-year term.

A certified check for one-half percent of the County’s revenue for the preceding year must accompany this bid. The amount of the “Good Faith Guarantee” check to be submitted along with the proposal is **\$300,806**. If this bid, to be the County depository is accepted, said check is to secure the performance of said bid, and if Proposer fails to enter into a contract with the County as provided in this bid, then said check shall be cashed by County as liquidated damages. If the Proposer enters into a contract with the County, the County shall return the check to the Proposer. In the event this bid is not accepted, the check is to be returned to the Proposer immediately after the contract is made. Within 15 days after the date a bank is selected as the County

Depository, the bank must qualify by providing security for the funds to be deposited by the County. The Security shall be in the form of approved securities pledged to the County of Bastrop in an amount sufficient to cover **102%** of the total amount of funds on deposit by the County. The bank shall deliver to the County either the securities pledged or safekeeping (trust) receipts for them properly marked to show the pledge. Securities shall be correspondence or third-party banks, not in branch banks.

Pledged collateral must be always sufficient during the contract period to cover total county deposits (including both demand and time). The County will require a routine monthly report showing all pledged securities and their current market value. The depository bank is responsible for notifying the County of any deficiency in pledged collateral on a daily basis. County reserves the right to alter from time to time the required amount of securities to be sufficiently adequate to protect such funds and to approve or reject the securities so pledged. Proposer shall have the right and privilege of substituting securities upon giving the County twenty-one (21) days prior notice and obtaining the approval of Commissioners Court, provided the total amount of securities deposited is adequate as provided herein. When the County funds shall be reduced below the amount of securities pledged, the Commissioners Court shall permit the release of such excess.

The amount of funds for which the selected depository shall furnish securities on July 1, 2024, is approximately, \$82,000,000.

The contract for Depository of County Funds will be awarded on a Five-year contract (July 1, 2024 – June 30, 2029) and will be subject to two - two (2) year renewals (July 1, 2029 – June 30, 2031 / July 1, 2031 – June 30, 2033) pending mutually agreeable negotiated terms between Bastrop County and the selected Depository.

The proposer agrees to pay County as follows for demand deposits during the life of the contract.

- Interest-bearing accounts with unlimited check, minimum balance required. Account to earn interest from date of deposit. Number of accounts as determined by County.

_____ basis points over/under of _____ (Fixed Rate).

Minimum guaranteed interest rate _____.

- Interest-bearing accounts with limited checks, \$_____ Minimum balance required (any number of transfers from account to account allowed). Account to earn interest from date of deposit. Number of accounts as determined by County.

_____ basis points over/under of _____ (Fixed Rate).

Minimum guaranteed interest rate _____.

- Savings Accounts: _____% fixed rate interest, compounded daily and paid monthly. Savings accounts will earn interest from the date of deposit to the date of withdrawal. Number of accounts as determined by County.

The proposer agrees to pay County as follows for time deposits that are not submitted to Investment Brokers for competitive quotes:

- For time deposits in amounts less than \$ 100,000.00:

FIXED RATE

15-20 days @ _____ basis points over/under _____%

10-59 days @ _____ basis points over/under _____ %
 60-89 days @ _____ basis points over/under _____ %
 180-359 days _____ basis points over/under _____ %
 MINIMUM GUARANTEED INTEREST RATE _____ %

- For time deposits in amounts \$ 100,000.00 or more:

FIXED RATE

15-20 days @ _____ basis points over/under _____ %
 10-59 days @ _____ basis points over/under _____ %
 60-89 days @ _____ basis points over/under _____ %
 180-359 days _____ basis points over/under _____ %
 MINIMUM GUARANTEED INTEREST RATE _____ %

- For time deposits in amounts \$ 500,000.00 or more:

FIXED RATE

180-359 days _____ basis points over/under _____ %
 MINIMUM GUARANTEED INTEREST RATE _____ %

NOTE: The maximum maturity date of any deposit or other interest-bearing instrument under the terms of this contract shall be July 15, 2029.

County reserves the right to invest any and all of its funds through Investment Brokers in investments authorized in Section 116.112, "Investment of Funds," of the local Government Code and Art., 842a-2, "Public Funds Investment Act," Vernon's Civil Statutes. Furthermore, Bastrop County requires that the Bastrop County Auditor will be granted access to all Bastrop County accounts, regardless of whether the Auditor has check signing authority or not. The proposer's charges for services and supplies required by County are as follows. (If service is unavailable, please mark "N/A" in the blank, if there is no charge for the service, please mark "NC" in the blank.

- The bank proposes, upon application of the Commissioners Court, to make loans to the County for payment of current year budgeted expenses at _____ % interest, such loans to be paid in the fiscal year made.
- Prepare monthly statements showing debits, credits, and numbers of checks, drafts, and items posted daily, balances, average daily balance for month, and any items on which charges are based. Statements are to be provided within three working days after the end of each month.

\$ _____

- Furnish quantity, quality, and type of checks necessary for County's use during the contact period.

\$ _____

- *Service charges on the following account types:*

Interest bearing accounts (unlimited checks) \$ _____

Minimum balance required \$ _____

Non-Interest-bearing accounts (unlimited checks) \$ _____

Minimum balance required \$ _____

Savings Accounts \$ _____

- Furnish deposit books or deposit slips \$ _____

- Prepare other reports, accounts and records which may, from time to time, be required by County \$ _____

- Furnish copies of records as may be required from time to time by County \$ _____

- Provide stop-payment service on checks \$ _____

- Provide wire transfer of funds (in & out) \$ _____

- Process checks returned to County for any reason \$ _____

- Charge for overdrafts (Overdrafts as used in this paragraph shall mean that County does not have a compensating balance on other funds or accounts in Proposer's bank equaling or exceeding overdraft in a county fund or account.) \$ _____

- Furnish Cashier's checks as needed \$ _____

- Furnish monthly report of all Certificates of Deposit purchased by County \$ _____

- Put checks in numerical sequence for the monthly statements \$ _____

- Positive Pay \$ _____

**PROPOSAL AFFIDAVIT
DEPOSITORY OF COUNTY FUNDS**

All pages in the proposal containing statements, letters, etc. shall be signed by a duly authorized person, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be _____ calendar days from the date of the proposal opening. (Period of acceptance will be thirty (30) calendar days unless otherwise indicated by Proposer.)

I, _____, am the Proposer or a duly authorized officer/agent for the Proposer and am authorized to execute the foregoing proposal.

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

Authorized Proposer Signature:

Date:

Appendix B – Proposal Verification

Submittal Checklist: (To determine validity of Proposal - all Proposals received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFP)

_____ Appendix A (Pages 10 through 15) must be completed, signed and included in the Proposal submittal.

_____ Appendix B (Pages 16 through 22) must be completed, signed and included in the Proposal submittal.

_____ Appendix D - Conflict of Interest Form (CIQ Form) (Page 23) must be completed, signed and included in the Proposal submittal.

_____ Appendix F - HB 89 Verification Form (Page 28) must be completed, signed and included in the Proposal submittal.

_____ Proof of Depository Insurance.

_____ Signed Addendum(s) (If any are issued by Owner).

All Proposals submitted to Bastrop County shall include this page with the submitted Proposal.

RFP Number:	RFP 24BCP05A		
Project Title:	Depository of County Funds		
Submittal Deadline:	2:00 P.M. (CST), MAY 08, 2024		
Submit hard-copies to:	MAIL: Bastrop County Purchasing Department: Attn: Leon Scaife 1501 Business Park Drive Bastrop Texas, 78602	HAND DELIVER: Bastrop County Purchasing Department: Attn: Leon Scaife 1501 Business Park Drive Bastrop Texas, 78602	
	Proposer Information:		
Proposer's Legal Name:			
Address:			
County, State & Zip			
Federal Employers Identification Number #			
Proposer's Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			
Proposer Authorization			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Appendix B – Proposal (continued)

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFP shall be effective for five (5) years from **July 1, 2024**, through **June 30, 2029**. At the end of the five-year term Bastrop County shall make a determination if a two (2) year renewal is in the best interest of the County and if so chooses will negotiate with the selected depository for mutually agreeable terms and fees. The contract will allow for two consecutive two (2) year renewals.

B. Federal, State and/or Local Identification Information

- 1) Centralized Master Proposers List registration number: _____
- 2) Prime contractor HUB / MWBE registration number: _____
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: _____
- 4) An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number:
_____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Standard Terms and Conditions

- A. Taxpayer Identification: Proposers must provide the County with a current W-9 before any goods or services can be procured from the Proposer.
- B. Governing Law and Venue: All Proposals submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Proposals, or any resulting contract shall be brought before an appropriate court located in Bastrop County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file a suit.

- D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:
- i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii. The successful Proposer violates any of the provisions of these specifications; or
 - iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
 - v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may terminate the contract by giving the successful Proposer seven (7) Calendar days written notice. In such a case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. When the contract has been terminated by the County, such termination shall not affect any rights or remedies of the County then existing or which may thereafter accrue.

A "Termination for Cause" clause will be added to selected Proposer's contract with Bastrop County.

- E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving the vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Proposer's contract with Bastrop County.

- F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop County.

- G. Affirmative Action/EOE: Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- H. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services.
- I. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of County and in accordance with the specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- J. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- K. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Proposer's invoice, they will not be paid.
- L. Insurance: Contractor shall procure and maintain, with respect to the subject matter of this Proposal, appropriate insurance coverage including, as a minimum, public liability, and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Proposal. Certification of such coverage must be provided to the County upon request.
- M. Indemnification: Proposer agrees to defend, indemnify and hold harmless the County of Bastrop, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Proposer and County, responsibility and

indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY****

IN SUBMITTING A RESPONSE TO THIS RFP, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP. THE PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE PROPOSAL ON BEHALF OF THE PROPOSER AND TO BIND THE PROPOSER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR PROPOSALS:

Authorized Signatory for Contractor:

Name of Company:

Date:

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.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 VERIFICATION

I, _____, the undersigned representative of
_____ (hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual with Bastrop County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally
appeared _____, the above-named
person, who after by me being duly sworn, did swear and confirm that the above
is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

1. The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.
2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).
5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.
6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.
9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.
11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
 - a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.
 - b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

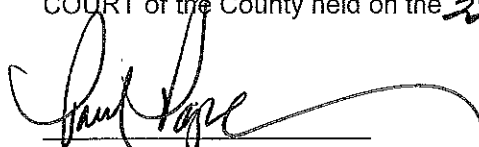
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.
 - 2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.
- c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.
 - d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.
 - e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.
 - f. The contractor and or sub-contractor shall submit monthly

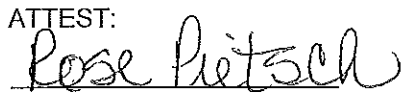
reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

- g. The contractor and/or subcontractor shall submit weekly-certified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.
- h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.
- i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the COMMISSIONERS' COURT of the County held on the 22nd day of June 2015.


Paul Pape, County Judge

ATTEST:

Rose Pietsch, County Clerk