



Caldwell County

REQUEST FOR PROPOSAL

Reference Number: RFP 25CCP01P

Project Title: BANK DEPOSITORY CONTRACT

Closing Date: 3:00 P.M (CST), September 17, 2025

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Application for Depository of Funds of County of Caldwell, Texas

Contract Term: October 14, 2025, to October 14, 2029

COUNTY OF CALDWELL

FOR PROPOSAL

PROJECT TITLE: BANK DEPOSITORY CONTRACT REFERENCE

NUMBER: RFP # 25CCP01P CONTACT PERSON:

Purchasing Department

E-mail: dulce.arellano@co.caldwell.tx.us

The Caldwell County Commissioners' Court is soliciting proposals for furnishing services associated with bank depositories set forth in this Request for Proposal.

PUBLIC OPENING: The official copy of the proposal and all worksheets must be received in the Caldwell County Purchasing Department: 110 S. Main St., Second Floor, Room 203, Lockhart, Texas 78644, on or before three o'clock p.m. (3:00 p.m.), Wednesday, September 17th, 2025.

SUBMISSION LOCATION: All proposals which are mailed, shipped, delivered, etc. should be addressed as follows:

Caldwell County Purchasing Department

Attention: RFP25CCP01 Dulce Arellano

110 S. Main Street, Second Floor, Room 203

Lockhart, TX 78644

Schedule for Proposal Submission:

The County will make every effort to adhere to the following schedule.	
August 26, 2025	Release of Proposal
September 11, 2025	Deadline for questions (if any) concerning the Proposal or services requested
September 15, 2025	Responses given to any questions on the Proposal – provided as an Addendum
September 17, 2025	Deadline for Proposal Response
September 23, 2025	Commissioners' Court award of contract in regular session beginning at 10:00 a.m. (<i>LGC 116.024</i>)
October 8, 2025	15 Day Deadline – Bond Must be Filed and Securities Pledged by Bank Depository (<i>LGC 116.024(e)</i>)
October 14, 2025	Contract commencement

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

MARK ENVELOPE: "RFP NO. 25CCP01P, BANK DEPOSITORY CONTRACT"

RESERVATION OF RIGHT TO REJECT: It is understood that the Commissioners' Court of Caldwell County, Texas reserves the right to reject in whole or in part any or all proposals, waive minor technicalities, and award the contract to the most qualified proposal. The proposal selected will be the best qualified proposal or applicant that offers the most favorable terms and conditions for the handling of the county funds *Texas Local Government Code 116.024 (a)(3)*.

LATE PROPOSALS: Late proposals will be returned to the Proposer unopened. **Caldwell County will not be responsible for un-marked or improperly marked proposal delivered to the wrong location.**

WITHDRAWAL AND ALTERING PROPOSALS: Proposals may be withdrawn at any time prior to the official deadline. Alterations made before the deadline must be initialed by the Proposer to guarantee authenticity. After the official deadline, any proposals submitted may not be amended, altered, or withdrawn.. All proposals become the property of Caldwell County and will not be returned to the Proposer.

TAX EXEMPTIONS: Caldwell County is exempt from Federal excise and sales tax; therefore, tax must not be included in this proposal.

OFFERING OF PROPOSAL PRICES: The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Invitation to proposer. The period of acceptance of this proposal will be sixty (60) calendar days unless the proposer notes a different period.

Banking services not detailed on the worksheet will be provided at no cost, or at a cost mutually agreed upon between the County and the Bank and confirmed in writing.

PROPOSAL REQUIREMENTS:

The term of the contract will be four (4) years. The contract shall allow the bank to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four year contract if:

- (1) the new financial terms do not increase the prices to the County by more than 10 percent; and
- (2) the County has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable interest rate options proposed by the bank.

All responses must be presented on the standardized "County Depository Proposal Form" and attached Proposal Worksheets which have been provided. It is required that the forms be completed in their entirety. All Proposals **MUST** be submitted using the **EXACT** format provided for by this document. Please make a clear distinction between the Invitation to Proposer's language and the Bank's response.

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

NON-CONFORMING PROPOSALS: Any proposals not conforming to the specifications shall be rejected. It will be the responsibility of the proposer to conform to the specifications unless deviations have been specifically cited by the proposer and acceptance made on the basis of the exception.

Services, documents, supplies, and equipment pertaining to this contract shall be Free On Board (F.O.B.) inside delivery to:

**Caldwell County Treasurer
110 S. Main Street, Second Floor, Room 201
Lockhart, Texas 78644
ATTN: Gloria Elizabeth Garcia**

HOURS OF OPERATION: Hours of delivery/service shall be between 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, unless otherwise stipulated. Excluding federal holidays.

BILLING: Invoices shall be sent directly to Caldwell County Treasurer, 110 S. Main Street, Second Floor, Room 201, Lockhart, Texas, 78644. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

ACCEPTANCE AND RIGHT TO INSPECT: Payment shall not constitute an acceptance of the item(s) propose nor impair the County’s right to inspect any of its remedies.

FIRM RATES: All fees are to be firm for the life of the contract. Interest rates are subject to the re-negotiation clause, *Texas Local Government Code 116.021(c)*.

UNIT PRICE: Proposals should be unit priced using the Proposal Worksheet form included with this Proposal. Purchases will be made on a cash basis. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.

QUANTITIES QUOTED ON PROPOSAL SHEET: Quantities indicated on the Proposal Worksheet are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the proposal price.

PROPOSAL PRICES NO HIGHER THAN CUSTOMARY PRICES: The price to be paid by the County shall be that contained in the Proposal Worksheet, which the Proposer warrants to be no higher

than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

CONTRACT AWARD: This proposal along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Caldwell County Commissioners' Court, shall constitute a contract equally binding between the successful offer and Caldwell County. Changes to this contract shall be affected only through written amendment signed by authorized representatives of the parties hereto.

SPECIAL NOTATION: A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

INSURANCE REQUIREMENTS: Before contract commences, the successful proposer shall be required, at his own expense, to furnish the Caldwell County Purchasing Department, within ten (10) days of notification of award, certified copies of all insurance policies or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage, to be in force throughout the term of the contract.

MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Caldwell County.
 - 1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation – statutory
 - b. Employer's Liability - \$500,000
 - 2. Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage –
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3. Auto Liability:
 - a. Combined Single Limit - \$500,000 per occurrence
 - b. Caldwell County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Caldwell County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

c. Required Provisions:

1. Proof of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Caldwell County Purchasing Agent at 110 S. Main Street, Second Floor, Room 203, Lockhart, TX 78644 prior to work commencing.
2. All Certificates shall provide Caldwell County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
3. As to all applicable coverage, policies shall name Caldwell County and its officers, employees, and elected representatives as an additional insured.
4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
5. Vendor agrees to waive subrogation against Caldwell County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
6. If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Caldwell County with the proper documents verifying the coverage.

Other insurance requirements: Data breach/cyber liability in an amount of no less than a \$2,000,000 aggregate limit.

PROPRIETARY PRODUCT: Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied.

TITLE AND RISK OF LOSS: Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to Caldwell County until Caldwell County actually received and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

CONTINUING NON-PERFORMANCE: Caldwell County shall not pay for services, equipment, or supplies that are unsatisfactory. Vendors will be given thirty (30) business days to correct the named deficiencies before terminating the contract. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION OF AGREEMENT: Either party upon one hundred twenty (120) days written notice prior to cancellation may terminate the Contract.

CLAIMS, SUITS, CAUSES OF ACTION: Proposer shall provide the defense for and indemnify and hold harmless Caldwell County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Proposer's use of the premises thereunder.

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

VENUE:

It is hereby agreed that the contract will be made in Caldwell County, located in Lockhart, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any lawsuit, and the parties agree that such lawsuit shall be brought in Caldwell County, Texas.

LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise.

ASSIGNMENT:

The Proposer shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

BUSINESS CHANGE DISCLOSURE: If during the RFP process, and any time before selection, the bank is sold or negotiating to be sold, the bank must disclose immediately upon knowledge of such. The Bank shall also immediately disclose any knowledge of a business change (i.e., name change, change in ownership, etc.) that will take place during the duration of this contract. All disclosed changes shall be followed by written notice to the Caldwell County Treasurer's Office within ten (10) business days.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with the Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

ETHICS: The proposer shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Caldwell County.

DISADVANTAGES BUSINESS ENTERPRISE (DBE): Caldwell County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Caldwell County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Caldwell County.

CONTRACT ADMINISTRATOR: Under this contract, Caldwell County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Caldwell County Purchasing Agent (which has the overall contract administration responsibilities) and the successful proposer.

FOREIGN AFFAIRS: To sell Caldwell County goods, services or supplies, your firm/company affirms that it is not: engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization or as otherwise set forth under Government Code Section 2252.

By accepting a purchase order/contract, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

DISCLOSURE OF INTERESTED PARTIES: The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Proposal in response to this solicitation, the Proposer agrees to comply with HB 1295, Government Code 2252.908. Proposer agrees to provide Caldwell County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

For more information regarding the Disclosure of Interested Parties, please go to the Texas Ethics Commission website under Filing Reports From 1295, Certificate of Interested Parties. <https://www.ethics.state.tx.us/filinginfo/1295/>



PROPOSAL TITLE: RFP # 25CCP01P - BANK DEPOSITORY CONTRACT

NOTICE:

**The selection of County Depositories and the terms of depository contracts are governed by
*Texas Local Government Code Chapter 116, Chapter 117 and Chapter 131***

GENERAL SPECIFICATIONS:

SCOPE OF THE CONTRACT – It is the intent of the Caldwell County Commissioners’ Court to contract with bank(s) desiring to be designated as the Caldwell County Depository Bank or a Caldwell County Sub-depository Bank. The Contract will include Caldwell County Public Monies, the Trust Funds held by the County Clerk, the Registry Funds held by the District Clerk, and State and local entity funds collected by the Tax Assessor/Collector. The Depository Bank Contract will be awarded to the bank whose proposal conforms to the request for proposal specifications and is the most advantageous and cost effective to the County.

- 1.1 RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION** – Each and every section and subsection of the Request for Proposal requires a response from Bank Depository applicants. Banks submitting a proposal to become a Sub-depository Bank should complete only the sections applicable to a banking relationship as Sub-depository Bank. Responses should be carefully considered. Applicants must format responses in the same sequence as the Invitation to Proposal. Where appropriate, responses may consist of phrases such as “understood”, “agreed”, “no exception”, or “not applicable”.
- 1.2 MINOR EXCEPTIONS** – Minor exceptions, conditions, or qualifications to the provisions of the County’s specifications must be clearly identified as such, with the reason(s) therefore.

13 QUESTIONS AND CLARIFICATIONS – Any questions or requests for clarifications should be submitted by e-mail to:

Gloria Elizabeth Garcia, County Treasurer
E-mail: gloria.garcia@co.caldwell.tx.us

AND

Dulce Arellano, Purchasing Assistant
E-mail: dulce.arellano@co.caldwell.tx.us

A written response will be posted to the Caldwell County Purchasing website, under Request for Proposals tab as an Amendment.

EVALUATION METHOD: Caldwell County reserves the right to select evaluation methods deemed most appropriate. Each proposal will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

14 EVALUATION PROCESS – DEPOSITORY BANK – Caldwell County will award the Depository Bank contract based on, but not limited to, the following criteria:

- 1) Bank's financial position
- 2) Bank's ability to pledge adequate securities against County funds on deposit
- 3) Experience in providing depository services requested in proposal to similar accounts
- 4) Net rate of return on County funds
- 5) Ability to meet service requirements, including access to banking facilities
- 6) Cost of services
- 7) Cash management products available that will match or enhance the County's banking procedures
- 8) Online security measures in place to prevent fraudulent transactions
- 9) Convenience of banking branch locations for all Caldwell County offices

15 EVALUATION PROCESS – SUB-DEPOSITORY BANK(S) – Caldwell County will award the Sub-depository Bank(s) contract(s) based on, but not limited to, the following criteria:

- 1) Bank's financial position
- 2) Bank's ability to pledge adequate securities against County funds on deposit
- 3) Net rate of return on County funds
- 4) Ability to meet service requirements, including access to banking facilities
- 5) Cost of services.

- 6) Cash management products available that will match or enhance the County's banking procedures
- 7) Online security measures in place to prevent fraudulent transactions
- 8) Convenience of banking branch locations for all Caldwell County offices

CONTRACTUAL TERMS AND REQUIREMENTS:

- 21 **TWO TYPES OF BANKING RELATIONSHIPS** – The following specifications provide for two types of banking relationships: 1) The Depository Bank will handle daily banking services including, but not limited to: checking accounts, other types of interest- bearing accounts, non-interest-bearing accounts and time deposits or 2) Sub-depository Bank(s) will be authorized to handle checking accounts, other types of interest-bearing accounts, non-interest bearing accounts, and time deposits.
- 22 **COMPLIANCE WITH STATUTES** – By returning the Proposal Worksheet, Bank acknowledges that it understands the *Revised Civil Statutes of Texas, Article 2544. et seq. of the Revised Civil Statutes of Texas as revised by Texas Local Government Code, Chapter 116, Sections 116.001 through 116.155, and Chapter 117, Sections 117.001 through 117.125 and Article 2547 a,b,c; and Article 2558a et seq.* that pertain to the managing and safekeeping of county funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes will be referred to as the “Code”.
- 23 **BANK AFFILIATION** - Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A proposer must be a Federal or Texas chartered bank doing business in and having a full service facility within Caldwell County, Texas. All banks **MUST** be able to perform **ALL** services required by this Request for Proposal for either the Depository Bank and/or the Sub-depository Bank(s).
- 24 **DURATION** – The contract will be effective for a period of four (4) years with an option for one (1) two (2) year extension, ending sixty (60) days from the time fixed by law for the next selection of a depository. If a time deposit's maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds to Caldwell County for the duration of the time deposit.
- 25 **RENEGOTIATIONS** – *Section 116.021(a)(b)(c)* of the Code specifies in part that:
 - (a) On expiration of a contract under this section, the contract may be renewed for two (2) years under terms negotiated by the Commissioner's Court.
 - (b) If the contract is for a four (4) -year term, the contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four (4)-year contract.
 - (c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two (2) years in the same way and subject to the same conditions as provided by Subsection (b)

26 BANK BUY OUT – Caldwell County reserves the right to repropose for depository services within six (6) months of a bank buy out if not satisfied with the new banks service.

27 INVESTMENTS MADE OUTSIDE DEPOSITORY BANKS – Caldwell County reserves the right to make investments outside the Depository Bank and Sub-depository Bank(s) in accordance with the Laws of the State of Texas, as a result of court order, and the written Investment Policy of Caldwell County.

All investment purchases shall be made on a delivery versus payment basis. Safekeeping is to be at an independent third party under a tri-party agreement. All original safekeeping receipts must be mailed to the County, to the attention of the County Treasurer.

28 SUBMITTING FINANCIAL STATEMENTS – Banks wishing to be designated as the Depository Bank or a Sub-depository Bank will include as part of the Proposal **one (1) copy** of:

1. The amount of the Bank's paid-up capital stock and permanent surplus.
2. The Bank's last two (2) quarterly Uniform Bank Performance Reports.
3. The Bank's last two (2) Call Reports that have been filed with the appropriate bank regulatory agency.
4. The Bank's Audited Financial Statement for the past two (2) years.

The successful applicant shall continue, during the term of the depository contract, to furnish the County Treasurer updated issues of the annual financial reports upon request.

29 GOOD FAITH GUARANTEE – A Bank desiring to be the Depository Bank must submit with the Proposal Worksheet a certified check or a cashier's check in the amount of **\$260,312.09** (one-half percent of the County's revenue for the preceding year, per *Texas Local Government Code Section 116.023 (b)(2)*, and one-half of one percent of the average daily balance of the Registry/Trust funds held by the County and District Clerk during the preceding calendar year, per *Texas Local Government Code Section 117.021 (d)*), payable to Caldwell County as 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. **The check will be held by the County Treasurer until a Depository Bank is selected and security has been pledged. The check will be returned by the Treasurer once this process is complete.**

- 2.10 LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY** – As stated in *Texas Local Government Code Section 116.023 (c):*
“If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages....”
A new depository shall then be selected pursuant to Section 2.9 Good Faith Guarantee as set forth above.
- 2.11 “GOOD FAITH GUARANTEE” NOT APPLICABLE TO SUB-DEPOSITORY BANKS** – The Code does not require a Bank desiring to be designated as a Sub- depository bank to submit the above funds described under “Good Faith Guarantee”.
- 2.12 SECURITY** – Within fifteen (15) days after the depository contract is awarded, the selected Bank shall qualify as provided by law. As soon as the contract for securities pledged is provided and approved by the Commissioners’ Court, an order will be entered by the County designating the successful applicant(s), as Depository(s) for the funds of Caldwell County. The Agreement will be executed under the terms of Financial Institutions Resource and Recovery Enforcement Act (FIRREA). Thereupon, the County Treasurer will place with said Depository all funds belonging to Caldwell County.
- PLEGGED COLLATERAL** - Pledged securities in the amount and kind prescribed by law under *Texas Local Government Code Chapter 116*. These pledged securities will be provided in quantities sufficient to fully collateralize 110% of all funds of Caldwell County, must be acceptable to Caldwell County and are as follows:
1. U.S. Treasury Notes
 2. U.S. Treasury Bills
 3. Federal Farm Credit Banks Notes and Bonds
 4. Federal Home Loan Banks Notes and Bonds
 5. Federal National Mortgage Association Notes and Bonds
 6. Federal Home Loan Mortgage Corporation Notes and Bonds
 7. State of Texas Bonds
 8. Bonds of City, County and Independent School districts located in Texas with a Moody’s rating of AAA or better or a Standard and Poor’s rating of AAA or better.
 9. Federal Home Loan Bank Letters of Credit

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable. The bank must be the true and legal owner of all securities, which will be pledged to Caldwell County. The securities must be free and clear of all liens, claims, or pledged for other purposes. Caldwell County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank of Dallas without expense to Caldwell County under an appropriate contract to be drawn to the provisions of *Texas Local Government Code Chapter 116* and amendments in accordance with the application, if approved.

213 VALUE OF COLLATERAL – Due to sizable changes that can occur in the balances of the County's bank accounts, the County requires its depository to maintain pledged securities valued at no less than **110%** of aggregate account balances. The value of securities pledged will be the lower of par or market. All original safekeeping receipts must be remitted to the County. All substitutions or releases of collateral require prior written authorization from the County Treasurer or County Auditor in the absence of the Treasurer.

214 COLLATERAL AND SAFEKEEPING MANAGEMENT – If for any reason the County funds on deposit with a depository exceed the amount of security pledged, the depository shall immediately pledge additional securities. All depositories responding to this request for proposal should provide a description of its contingency plan or procedures for assuring that the County's deposits are fully collateralized at all times. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.

A collateral report must be provided monthly and at other times upon request of Caldwell County. The County requires a collateral report showing the following for each security pledged:

1. Name
2. Type/description
3. Par value
4. Current market value
5. Maturity date

The following additional agreements will be executed between the designated Bank and the County effective upon the awarding of the bank depository contract.

1. Depository Custodial and Safekeeping Agreement
2. Funds Transfer Authorization (Wire Transfer)
3. Collateral Agreement
4. Automated Clearing House Services Agreement

Additional contracts and agreements relating to the normal conduct of banking transactions may be required during the term of the Bank Depository Contract. All supplemental contracts and agreements will be attachments to and will be incorporated into the Bank Depository Contract.

If the Bank fails to execute a Bank Depository Contract within ten (10) business days after being notified of selection, the County may give notice to the Bank of the County's intent to select the next most qualified proposing bank or call for new proposals, whichever the County deems most appropriate.

SERVICE REQUIREMENTS:

CONTACT PERSONS – Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.

Any changes or possible changes to personnel must be provided to Caldwell County in writing prior to the change at least 30 days prior to the proposed change.

Bank must also provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:

1. General Information
2. Safekeeping and Securities Clearance
3. Collateral Adequacy
4. Posting and Deposit Discrepancies
5. Stop Payments
6. Balance Adjustments
7. Internal Transfers
8. Wire Transfers
9. Online Treasury Management Service
10. Certificates of Deposit rate quotes

- 3.1 ON-LINE SERVICES** – Caldwell County requires access to its account information and activity over a secured internet connection. Access to this function should contain appropriate password restrictions and should be available 24 hours a day. It is requested that as a part of the proposal the Depository Bank will provide a trusted on-line Treasury Management platform communication link to the County for daily and monthly history reporting of fund balances, managing controlled disbursements, collected and ledger balances. This feature should include the ability to transact wire transfers and ACH debits and credits, initiate stop payment notices and enter, void, approve or reject positive pay transactions for all accounts. Attach product description, pricing, and sample reports for the on-line Treasury Management platform. **Banks should be prepared to provide the Treasurer's office or authorized representatives an opportunity to physically work with this technology before the proposal is awarded.**

Security of the County's funds are of utmost importance. Please provide necessary information to explain security measures in place on your Bank's website to minimize fraud.

3.2 ANALYSIS REPORT – Monthly account analysis reports will be provided for each account and on a total of accounts basis. The account analysis will contain, at a minimum, the following:

1. Average ledger balance
2. Average float
3. Average collected balance
4. Average negative collected balance
5. Average positive collected balance
6. Reserve requirement
7. Available balance for earnings credit
8. Price levels for each activity
9. Monthly volumes by type
10. Earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)

******A sample account analysis report will be provided as part of the submission.**

3.3 STATEMENTS – Monthly bank statements will include checks or images of checks, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.

Statements should be processed no later than five (5) business days after the close of the month.

*****A sample bank statement will be included as part of the submission.**

3.4 PAYROLL DIRECT DEPOSIT – Bank must provide the capability for the County to utilize “Direct Deposit” payroll processing, allowing employees to select the bank of their choice. Please provide necessary file requirement standards/parameters for such service.

3.5 ACH TRANSACTIONS – Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. Please provide necessary file requirement standards/parameters for such service.

3.7 WIRE TRANSFERS – Bank must provide the ability to send wire transfers on an automated or manual basis and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

- 3.8 INTEREST RATES** – Floating interest rate proposals and a fixed interest rate proposals on accounts and certificates of deposit will be quoted by the Bank (refer to proposal worksheets). Caldwell County reserves the right to select the rate most favorable to the County at anytime during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.
- 3.9 DISBURSEMENT SERVICES** – A successful Proposer will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment.
- 3.10 POSITIVE PAY** – This service validates the items presented to the bank for payment by comparing the items to data provided electronically by the County on a periodic basis. Items presented that do not match the data from the County are rejected and/or returned to the presenter. Any discrepancies shall be cleared by a designated County employee before checks are paid by the bank. This service is intended to reduce the occurrence of check fraud.
- 3.11 REVERSE POSITIVE PAY** – This service allows County personnel to accept or reject items presented to the bank for payment before the items are posted to the accounts. Items presented that do not match County records are rejected and/or returned to the presenter. This service will be limited primarily to only one bank account, but the County reserves the right to add more, as deemed appropriate. This service is intended to reduce the occurrence of check fraud.
- 3.12 DEPOSIT SERVICES** – The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the proposal.
- 3.13 CASH OVERDRAFTS** – For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged.
- 3.14 COMPUTERIZED OUTPUT** – The Bank must provide the capability for the County to download paid items to interface with the County's in house software program that will be utilized in the bank account reconciliation process.
- 3.15 SECURITY SAFEKEEPING** – Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided.

3.16 ACCOUNT FEES AND BANK COMPENSATION – The County requests that payment for services and supplies provided be as follows:

- Settlement for service charges will occur monthly
- The County prefers a compensating balance basis option for payment of banking services.
- The County reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of banking services under the contract.
- The County reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing on the first of a calendar month.

A complete monthly account analysis will be required regardless of the payment basis.

3.17 CASH MANAGEMENT – On an ongoing basis, the County will require cash management advice as to how accounts and procedures should be structured. Also, the County must be kept informed of recent developments in cash management products. Applicants are invited to propose additional cash management services that are not specified herein.

3.18 EXPENSE ALLOWANCE – State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps, etc.)

3.19 OTHER SPECIFIC SERVICES – As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:

- | | |
|--|------------------|
| 1. Locked or Sealable bags | \$_____per _____ |
| 2. Laser Checks | \$_____per _____ |
| 3. Checks (in individual books or binders) | \$_____per _____ |
| 4. Deposit Slips | \$_____per _____ |
| 5. Endorsement Stamps | \$_____per _____ |
| 6. Coin Wrappers | \$_____per _____ |
| 7. Currency Straps | \$_____per _____ |

3.20 OTHER UNSPECIFIED SERVICES AND/OR COSTS – Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

3.21 AUDIT PROCEDURES – Caldwell County’s internal and external auditors utilize standard bank confirmations during their audit procedures. The Depository Bank shall furnish the information requested at no cost within a reasonable time period. The County Treasurer and the County Auditor are authorized to request the confirmations on any account maintained by the Depository Bank, including those accounts on which they may not be on the signature card.

3.22 MINIMUM BALANCE REQUIREMENT – Caldwell County requests no minimum balance requirement on any certificate of deposit held in Trust Funds for the District or County Clerk. Also, Caldwell County requests a monthly report of certificates of deposit held in Trust. Additionally, applicant Bank agrees to comply with all annual IRS reporting on all Trust Funds held either in certificates of deposit or in money market/savings accounts.

BANKING LOCATIONS

Provide a listing of all banking locations and contact phone numbers in Caldwell County at which the terms and conditions of this contract will be honored:

1.	2.
3.	4.
5.	6.
7.	8.

GENERAL OPERATING FUNDS OF CALDWELL COUNTY

ACCOUNTS AND BALANCES

Following is a comprehensive listing of all of Caldwell County's bank accounts. Also, for each account shown, the average monthly ledger balance is for the twelve (12) month period ending July 31, 2025, and the highest monthly balance for each account for the same period. It is expected that the peak months for cash balances will be **December, January, and February, due to property tax collections.**

ACCOUNT	AVERAGE LEDGER BALANCE	HIGH MONTHLY BALANCE
INTEREST BEARING ACCOUNTS		
Concentration (Money Market)	\$4,886,148.79	\$15,237,022.74
AP Operating Acct.	\$2,592,153.00	\$4,595,513.30
Payroll Acct.	\$916,048.53	\$1,365,735.83
Payroll Tax Acct.	\$273,298.63	\$407,602.42
Employee Benefit Trust Acct.	\$215,664.31	\$225,276.01
Caldwell CO Child Welfare Acct.	\$1,464.78	\$1,466.57
Escrow Acct.	\$14,708.88	\$19,026.46
Debt Service Acct.	\$449,798.31	\$1,154,536.49
Jury Acct.	\$26,300.18	\$30,919.15
Juvenile Probation Acct.	\$927,070.95	\$1,019,683.97
Tax Office Acct.	\$807,316.84	\$1,057,864.93
County Clerk Acct.	\$79,083.66	\$111,548.38
County Clerk Special Acct.	\$530,586.42	\$543,706.23
District Clerk Acct.	\$34,137.79	\$541,136.01
JP 1 Acct.	\$31,128.77	\$42,063.50
JP 2 Acct.	\$44,695.85	\$120,493.39
JP 3 Acct.	\$37,915.08	\$56,603.69
JP 4 Acct.	\$37,179.55	\$58,174.11
Elections Chapter 19 Acct.	\$1,185.25	\$3,416.92
Elections Admin. Acct.	\$4,564.00	\$5,691.76
Unclaimed Acct.	69,289.57	71,869.28
2025 Caldwell County Road Bond Acct.	\$141,950.81	\$279,396.21
Flood Protection Planning Acct.	\$12,664.00	\$57,874.71
Ranch Road Bollinger Acct.	\$58,706.58	\$129,171.90
Ranch Road Hartland Acct.	\$55.80	41,672.08
Prairie Lea Public Improvement Dist.	\$35,029.58	\$35,289.21
DA Hot Check Acct.	\$56,138.58	\$58,316.13
DA- Discretionary Acct.	\$13,411.93	\$16,153.96
DA-Escrow Acct.	\$15,763.28	\$15,880.59

DA-Forfeited Acct.	\$40,234.90	\$41,307.57
DA- Leose Payroll Acct.	\$3,430.38	\$3438.93
SO- Communications	\$9,748.30	\$10,713.89
SO-Crime Prevention	\$3,483.96	\$3,492.64
SO-Explorers Post	\$283.36	\$285.10
SO-Flower Fund	\$144.26	\$144.98
SO- Forfeiture	\$12,577.83	\$42,733.05
SO-Jail Commissary	\$68,065.16	\$126,867.16
SO-Jail Inmate Trust	\$61,531.78	\$102,127.50
SO- Law Enforcement	\$33,951.67	\$34,839.88
NON-INTEREST-BEARING ACCOUNTS		
Caldwell CO SIB 2024 Acct.	\$42,131.98	\$75,981.00
DA- Asset Forfeiture Acct.	\$374,991.00	\$399,631.00
Caldwell District Clerk-Registry	\$576,181.87	\$674,742.23
Caldwell County Clerk-Registry	\$3,569,268.19	\$3,785,994.19

The County retains the right to open additional accounts and to close any accounts as it sees fit in its sole discretion. The bank agrees that bank accounts may only be opened or closed by the express, written direction of the County Treasurer and County Auditor upon their approval, and shall be in accordance with this agreement, State and Federal laws as applicable.

STRUCTURE OF ACCOUNTS:

The County's bank accounts will be structured as follows (Balances provided as of July 31, 2025. Numbers and dollar amounts are subject to change):

NUMBER OF ACCOUNTS	DEPOSITORY	BALANCES
2	Non-Interest Bearing Checking Accounts Estimated balances equal	\$403,844.98
38	Interest Bearing Checking Accounts Estimated balances equal	\$7,055,629.82

NUMBER OF ACCOUNTS	SUB-DEPOSITORY	BALANCES
2	Non-Interest Bearing Checking Accounts Estimated balances equal	\$ 4,362,176.06
1	Interest Bearing Checking Account Estimated balance equals	\$543,706.23

ACCOUNTS FOR COUNTY CLERK AND DISTRICT CLERK:

The funds in these accounts are governed by *Local Government Code Chapter 117*, Depositories for Certain Trust Funds and Court Registry Funds. Depending upon the specific circumstances levied on the clerk of the court, the funds may be deposited into an interest bearing checking account, a non-interest bearing checking account established to escrow funds received, individual certificates of deposit or such other financial instrument deemed appropriate by the clerk. Earnings on interest bearing checking/savings accounts and certificates of deposit are to be at the market rates provided as part of this depository agreement.

Any Certificate of Deposit (CD) established for individuals under these provisions shall have unique control numbers – one applicable to the District Clerk and one applicable to the County Clerk – assigned to each CD to allow the bank to automatically provide upon request a consolidated report of all CDs held by the bank for the clerk.

PROPOSAL WORKSHEET

PROPOSAL TITLE: RFP # 25CCP01P BANK DEPOSITORY CONTRACT

Proposals for County Depository must be accompanied by a **CERTIFIED CHECK OR CASHIER'S CHECK** for not less than one-half (1/2) of one percent (1%) of the County's Revenue for the preceding fiscal year, said check being in the amount of **\$861,245.37**

COST ANALYSIS WORKSHEET:

Use the following cost analysis worksheets as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your proposal figures for the service costs and your interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances for period ending July 31, 2025.

1. VARIABLE AND FIXED RATE PROPOSE

Supply rate quotes for the following:

	<u>Variable _ Interest Margin*</u>	<u>Fixed Interest Rate</u>
Interest-Bearing Checking Accounts:	_____	_____
Money Market Savings Accounts:	_____	_____
Interest Bearing Savings Accounts:	_____	_____
Sweep Accounts over \$1,000,000.00	_____	_____

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

Minimum Balance Required:

Interest Bearing Checking Accounts	_____
Money Market Savings Accounts	_____

Will your Bank allow the County to earn both interest and earnings credit on accounts?

_____ Yes _____ No

2. INVESTMENTS

Certificates of Deposit – Variable Interest Rate:

91 Day US T-Bill Auction Discount Rate (as determined by latest T-Bill Auction)

	less than \$100,000	more than \$100,000
1. Maturity 60-89 days	+ _____ basis points	+ _____ basis points
2. Maturity 90-179 days	+ _____ basis points	+ _____ basis points
3. Maturity 180 days-less than 1 year	+ _____ basis points	+ _____ basis points
4. Maturity 1 year	+ _____ basis points	+ _____ basis points
5. Maturity 2 years or more	+ _____ basis points	+ _____ basis points

Certificates of Deposit – Fixed Interest Rate:

Use the date of July 31, 2025, for calculation purposes.

	less than \$100,000	more than \$100,000
1. Maturity 60-89 days	_____ %	_____ %
2. Maturity 90-179 days	_____ %	_____ %
3. Maturity 180 days-less than 1 year	_____ %	_____ %
4. Maturity 1 year	_____ %	_____ %
5. Maturity 2 years or more	_____ %	_____ %

(A) Depository Bank Certificates of Deposit

If your bank provides CD and/or Certificate of Deposit Account Registry Service (CDARS), please provide appropriate information.

(B) Investments made outside the Depository Bank

- i) Caldwell County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas and the Investment Policy of Caldwell County.
- ii) The Depository Bank must be able to provide the necessary wire transfer service and third-party safekeeping of outside purchases of securities by Caldwell County either at the Depository Bank, or a Third Party Financial Institution, or with the Federal Reserve Bank.
- iii) All investment purchases of securities shall be made on a Delivery versus Payment basis.

3. Other Services and Supplies

	Yes or No	Fee
Will proposer furnish Wire Transfer service?		\$
Will proposer charge service charges on any of the County's accounts?		\$
Will the bank return all original cleared checks (images) with the bank statements?		\$
Will proposer furnish deposit slips, deposit books and endorsement stamps?		\$
Will proposer furnish night depository services including bags and keys?		\$
Will proposer furnish coin counting and wrapping of all change?		\$
Will proposer furnish safe deposit boxes of adequate size and number in a bank in Sherman?		\$
Will proposer charge for stop payments issued?		\$
Will proposer furnish County with cashier's checks as needed?		\$
Will proposer furnish County with collection and exchange services?		\$
Will proposer charge for accounts overdrawn for short periods of time (24 hours)?		\$
Will proposer furnish County with all checks that are necessary?		\$
Will proposer furnish County with serial check sorting?		\$
Will the Depository bank credit all cash, checks, money orders, etc., directly to the accounts of Caldwell County on the day of deposit?		\$
Will proposer provide Direct Deposit Payroll service for Caldwell County's employees?		\$

List additional services for consideration (enclose additional information, if necessary):

Describe back-up provisions and procedures to the online treasury management system. What is the bank's back-up process to provide balance reporting and transactions in case of system non-availability?

4. Payment for Services

To pay or offset the cost of services and supplies in this contract, Caldwell County may elect any of the following methods:

- (A) Direct monthly payment for services, at the unit price indicated in the proposal; or
- (B) Monthly credit on average daily balances in interest or non-interest bearing accounts, designated by Caldwell County, based on an earnings allowance rate (Note: Balances of monthly earnings credit above cost, if any, would be carried over to the next month with a final settlement every quarter); or
- (C) A combination of (A) and (B), above.

Please indicate whether your bank will accept the above methods of payment.

_____YES _____NO

5. Pricing Services

A comment to the proposer. Caldwell County has over 15 checking accounts. Proposer, when pricing such cash management services as computer daily account balance reporting or other cash management services that are charged on a base price plus so much per account, please consider the number of accounts that Caldwell County has so the service is not prohibitive.

6. Earnings Allowance Rate

A monthly average rate is requested. Please provide the bank's method for determining the Earnings Allowance Rate (i.e. the average auction discount rate of interest of the 91 day U.S. Treasury Bill Auction, rounded to two decimal places, held during the previous month of billing as published in the Wall Street Journal under Money Rates).

Provide other earnings credit information, as applicable: (Plus or minus basis points, etc.) Other proposed method _____

7. Calculating the Earnings Credit

Based upon your proposal on Earnings Allowance Rate, please calculate what the County's Earnings Credit Allowance would be for the month of July 2025, assuming the following:

Average positive ledger balance:	\$3,000,000.00
Average float:	\$
Balance required to support services:	\$
Earnings credit allowance rate:	%
Calculated earnings credit allowance:	\$

CALDWELL COUNTY CLERK AND DISTRICT CLERK TRUST FUNDS

The County Clerk Trust Account has maintained an average ledger bank balance of **\$547,332.36 and 3,569,268.19** over the past twelve months. In addition to bank balances, the County Clerk also maintains investment for **1** account for trust funds.

The District Clerk Trust account has maintained an average ledger bank balance of **\$581,786.20**, over the past twelve months. In addition to bank balances, the District Clerk also maintains **NO** investment accounts for trust funds.

Proposals for Trust Funds Depository must be accompanied by a CERTIFIED CHECK or CASHIER'S CHECK for not less than one-half (1/2) of one percent (1%) of the average daily balance for fiscal year 24-25, said check to be in the amount of **\$92,707,735**

The proposer also agrees to provide responses to Items 1-7 for these additional accounts listed above. ____ YES _____NO

FEES TO BE CHARGED FOR BANKING SERVICES (ONLY REQUIRED FOR THOSE INSTITUTIONS PROPOSALS ON THE COUNTY'S GENERAL OPERATING FUNDS)

PRICING ALTERNATIVES

The County will consider either of the following pricing structures. A bank may propose either of the alternatives or both of the alternatives. Selection will be based on the overall benefit to the County.

FIRST ALTERNATIVE – FULL INTEREST BEARING AND CASH PAYMENT FOR SERVICES:

The County will consider an option that pays interest on the entire account relationship. Compensation for bank services is to be via debits to the account. Any exclusions from the interest calculation, such as for uncollected items or reserve requirements, are to be clearly shown. The current interest rate, the changes in the interest rate over the past twelve (12) months, and the relationship of the interest rate to any generally recognized index are to be shown. (See related worksheet – “Alternative 1”)

SECOND ALTERNATIVE – COMPENSATING BALANCES (Current Practice):

As an alternative, the County will consider paying for bank services with an offsetting earnings credit for compensating balances. This process requires the monthly calculation of a new banking service cost. The bank will calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis report. The net of total service costs and total earnings credits equals net banking service costs for the month. If the earnings credit exceeds total banking costs, the unused earnings credit shall be carried forward to offset future banking costs. The County shall be debited in the Concentration Account on a quarterly basis for service costs that exceed earning credit.

In the proposal, explain the method or calculation used to determine the earnings credit rate applied to County balances on the monthly account analysis. Identify to which balance, ledger or collected, the earnings credit shall be applied, and whether a percentage reserve requirement is subtracted from this balance. (See related worksheet -“Alternative 2”)

BANK DEPOSITORY ANALYSIS

In determining the overall lowest cost to the County, the calculation of average balances available for services will be as follows for all banks:

Average Net Balance	\$17,000,000	
Less: Funds in Float	<u>(500,000)</u>	(This amount is from historical experience)
Average Collected Balance	16,500,000	

From this amount, adjustments will be made for the compensating balances required to offset fees (for Alternative 2). The Service Fees will be calculated using information from the attached forms. The net effect of the earnings allowance and the sum of the service fees will reflect the Net Monthly Service Credit for the County. At each bank’s discretion, a calculation of the net monthly service credit may be provided for reference purposes.

**CALDWELL COUNTY
COUNTY DEPOSITORY PROPOSAL FORM
ALTERNATIVE 1 – FULL INTEREST BEARING**

Bank Name:	
Bank Address:	
Name of Bank Official Completing Form:	
Title of Bank Official Completing Form:	
Official's Signature:	
Date:	

INSTRUCTIONS

This form is to be used to provide a proposal to serve as the bank depository for the Caldwell County, Texas. All items on this form must be completed directly. Attachments of fee schedules are welcome but do not substitute for the full and proper completion of this form. Monthly activity levels shown represent management's best estimation of future activity, based on historical data and anticipated changes. Please include all costs associated with each item.

EARNINGS:		
E1.	Base for interest calculation (ledger or collected)	
E2.	Are reserve requirements subtracted prior to interest calculation? (yes or no)	
E3.	If the answer to E2 is yes, what percentage rate is used for reserves?	%
E4.	What is the current interest rate?	%
E5.	Is the interest rate tied to an index (yes or no)	
E6.	If the answer to E5 is yes, what index is used?	

**CALDWELL COUNTY DEPOSITORY FORM
ALTERNATIVE 1 – FULL INTEREST BEARING**

REQUESTED SERVICES COSTS:			
Item	Estimated Monthly Volume	Unit Price	Monthly Charge
Account Maintenance	43	\$	\$
Account Analysis	43	\$	\$
Balance Reporting (electronic)	43	\$	\$
FDIC Insurance	250,000	\$	\$
Credits Posted	519	\$	\$
Debits Posted	63	\$	\$
Positive Pay	231	\$	\$
Electronic Debits	200	\$	\$
Electronic Deposits / Credit	200	\$	\$
ACH Origination Credits	100	\$	\$
Items Deposited – On Us	100	\$	\$
Items Deposited – Transit	383	\$	\$

Item	Estimated Monthly Volume	Unit Price	Monthly Charge
Encoding of Checks Deposited	10,500	\$	\$
Imaged Items Deposit without Reconciliation	0	\$	\$
Imaged Items Credits without Reconciliation	0	\$	\$
Imaged Items Debits without Reconciliation	0	\$	\$
Rejected Items	1	\$	\$
Returned Items	50	\$	\$
Automated Wire	9	\$	\$
Automated Book Transfer	8	\$	\$
Re-run Return Items	5	\$	\$
Current Day ACH Reporting	1	\$	\$
Balance Reporting Detail – Debit YR	6231	\$	\$
Balance Reporting Detail – Credit YR	7506	\$	\$
Security Clearing	2	\$	\$
Pledged Securities (in \$ millions)	1.0	\$	\$
Other (Please specify)		\$	\$

**CALDWELL COUNTY DEPOSITORY
PROPOSAL FORM
ALTERNATIVE 2 – COMPENSATING BALANCES**

Bank Name:	
Bank Address:	
Name of Bank Official Completing Form:	
Title of Bank Official Completing Form:	
Official's Signature:	
Date:	

INSTRUCTIONS

This form is to be used to provide a proposal to serve as the bank depository for Caldwell County, Texas. All items on this form must be completed directly. Attachments of fee schedules are welcome but do not substitute for the full and proper completion of this form. Monthly activity levels shown represent management's best estimation of future activity, based on historical data and anticipated changes. Please include all costs associated with each item.

EARNINGS:		
E1.	Base for interest calculation (ledger or collected)	
E2.	Are reserve requirements subtracted prior to interest calculation? (yes or no)	
E3.	If the answer to E2 is yes, what percentage rate is used for reserves?	%
E4.	What is the current interest rate?	%
E5.	Is the earnings rate tied to an index? (yes or no)	
E6.	If the answer to E5 is yes, what index is used?	
E7.	Is a repurchase sweep account available? (yes or no)	
E8.	If the answer to E7 is yes, what is the current rate of return on this account?	

**CALDWELL COUNTY DEPOSITORY
PROPOSAL FORM
ALTERNATIVE 2 – COMPENSATING BALANCES**

REQUESTED SERVICES COSTS:			
Item	Estimated Monthly Volume	Unit Price	Monthly Charge
Account Maintenance	43		
Account Analysis	43		
Balance Reporting (electronic)	43		
FDIC Insurance	250,000		
Credits Posted	519		
Debits Posted	63		
Positive Pay	231		
Electronic Debits	200		
Electronic Deposits / Credit	200		
ACH Origination Credits	100		
Items Deposited – On Us	100		
Items Deposited – Transit	383		

Encoding of Checks Deposited	10,500		
Imaged Items Deposit without Reconciliation	0		
Imaged Items Credits without Reconciliation	0		
Imaged Items Debits without Reconciliation	0		
Rejected Items	0		
Returned Items	50		
Automated Wire	8		
Automated Book Transfer	5		
Re-run Return Items	1		
Current Day ACH Reporting	6231		
Balance Reporting Detail – Debit YR	7506		
Balance Reporting Detail – Credit YR	7506		
Security Clearing	2		
Pledged Securities (in \$ millions)	1.0		
Other (Please specify)			

SIGNATURE PAGE - DEPOSITORY BANK

The undersigned, on behalf of and as the authorized representative of Proposer, agrees this proposal becomes the property of Caldwell County after the official opening.

The undersigned affirms that the Proposer has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling, and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of the Proposer, that if this proposal is accepted, Proposer will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal will be ninety (90) calendar days.

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

By submitting a proposal in response to this solicitation, the Vendor certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of proposal submission and time of award, the Proposer will notify the Caldwell County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Vendor hereby assigns to Caldwell County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire proposal.***

Signature

Caldwell County Judge

Printed Name

Printed Name

Date

Date

By my signature above, I hereby certify that the following are attached:

Depository Bank Request for Proposal Submission Check List	Included
1. Amount of Bank's paid-up capital stock and permanent surplus	
2. A list of three (3) references of current public funds users that utilize cash management products similar to those requested in this proposal or products supplied similar to services requested	
3. The Bank's past two (2) quarterly Uniform Bank Performance Reports	
4. The Bank's past two (2) Call Reports	
5. The Bank's past two (2) Annual Financial Reports	
6. A certified check or a cashier's check as a guarantee of good faith <u>(\$861,245.34)</u>	
7. A sample monthly Collateral Report	
8. Product description pricing, and sample reports for the on-line PC link available	
9. A sample Account Analysis Report	
10. A sample Bank Statement	
11. A copy of Bank's Availability Schedule	
12. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signer to execute this contract	
13. A response to every section and subsection in the Request for Proposal	
14. Completed Cost Analysis Worksheets	
15. Attachments indicating other services and charges not specified in the Request for Proposal	
16. The Bank <u>must</u> complete the information below and the notarized proposal affidavit to validate the proposal for a Caldwell County Depository Bank	

SIGNATURE PAGE – SUB DEPOSITORY BANK

The undersigned, on behalf of and as the authorized representative of Proposer, agrees this proposal becomes the property of Caldwell County after the official opening.

The undersigned affirms that the Proposer has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling, and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Proposer, that if this proposal is accepted, Proposer will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal will be ninety (90) calendar days.

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

By submitting a proposal in response to this solicitation, the Vendor certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of proposal submission and time of award, the Proposer will notify the Caldwell County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Vendor hereby assigns to Caldwell County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire proposal.***

Signature

Caldwell County Judge

Printed Name

Printed Name

Date

Date

By my signature above, I hereby certify that the following are attached:

SubDepository Bank Request for Proposal Submission Check List	Included
1. Amount of Bank's paid-up capital stock and permanent surplus	
2. A list of three (3) references of current public funds users that utilize cash management products similar to those requested in this proposal or products supplied similar to services requested	
3. The Bank's past two (2) quarterly Uniform Bank Performance Reports	
4. The Bank's past two (2) Call Reports	
5. The Bank's past two (2) Annual Financial Reports	
6. A sample Account Analysis Report	
7. A sample Bank Statement	
8. A copy of Bank's Availability Schedule	
9. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signer to execute this contract	
10. A response to every section and subsection in the Request for Proposal	
11. Completed Cost Analysis Worksheets (complete only applicable sections)	
12. Attachments indicating other services and charges not specified in the Invitation to Proposal	

PROPOSAL AFFIDAVIT

All pages in offerer's proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the bank, 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 shall be 60 calendar days from the date of the proposal opening.

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

"I, _____ am a duly authorized officer of/agent
for (name)

_____ and have been duly authorized to execute
the (name of bank)

foregoing on behalf of the said _____.
(name of bank)

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

A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signer to execute this contract is included in this proposal package.

Bank Name:		
Bank Address:		
Name of Bank Official Completing Form:		
Title of Bank Official Completing Form:		Date:
Official's Signature:		

SUBSCRIBED AND SWORN to before me by the above-named _____
On this the _____ day of _____, 2025.

Notary Public in and for the State of _____



NOTICE OF REQUEST FOR PROPOSALS

By order of Commissioners Court, Caldwell County, Texas, the Purchasing Agent is authorized to advertise to receive PROPOSALS for the FOLLOWING:

25CCP01P BANK DEPOSITORY

Proposal Packages are available online at:

<https://www.co.caldwell.tx.us/page/BidRequests>

Proposals for furnishing the services described herein will be received until 3:00 P.M. (CST) on, WEDNESDAY, SEPTEMBER 17TH, 2025.

**RETURN PROPOSALS TO: CALDWELL COUNTY
PURCHASING
110 S. MAIN ST, SECOND FLOOR, ROOM 203
LOCKHART, TX 78644**

Caldwell County reserves the right to accept or reject any and all proposals, and to award based on the lump sum price.

Dulce Arellano
Purchasing Assistant

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p>Name of Officer</p>		
<p>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.</p> <p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7 _____</p> <p>Signature of vendor doing business with the governmental entity</p> <p>_____</p> <p>Date</p>		

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 Qualifications or Qualifications, 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

46

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).

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

- 1. Does not boycott Israel; and,
- 2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____
Print Name & Title: _____
Firm Name: _____
Date Signed: _____

NOTARIZATION

THE STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 201_.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

- (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 limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY:(type or print) _____

TITLE: _____

(signature) _____

(date) _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. Qualification/offer/appli cation _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year_ _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualification (RFQ) number; Invitations for Qualification (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Qualification control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

RELATED PARTY DISCLOSURE FORM

Caldwell County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Caldwell County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who employs any of the following is required to disclose the relationship on this form:

- Current Caldwell County employee (including elected or appointed official) (Complete Section A)
- Former Caldwell County employee who has been separated from Caldwell County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Caldwell County Employee

Employee Name	Title

Section B: Former Caldwell County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Caldwell County Employee

Caldwell Employee/Former Caldwell Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Caldwell County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Boycott" means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott" 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.

Violation of this certification may result in action by the Department.

I. CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.