

Walker County Depository Application



WALKER COUNTY BANK DEPOSITORY CONTRACT SPECIFICATIONS C2360-16-019

The Walker County Commissioners' Court is accepting applications for a four (4) year bank depository contract as established in Chapter 116 and 117 of the Local Government Code.

PUBLIC OPENING: All applications must be received in the Walker County Purchasing Office, 1301 Sam Houston Ave., Suite 235, Huntsville, TX, 77340, on or before ten o'clock a. m. (10:00 a.m.), Friday, April 01, 2016. Public opening of the applications will be on Friday, April 01, 2016 at 10:30 a.m. at the Walker County Annex, 1301 Sam Houston Ave, Huntsville, TX, 77340. Questions concerning the application shall be sent to Mike Williford, Purchasing Agent at mwilliford@co.walker.tx.us.

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

**Walker County Purchasing
1301 Sam Houston, Suite 235
Huntsville, TX 77340**

APPLICATION DOCUMENTS: All applications must be in sealed envelopes clearly marked with Application Title. Completed applications must contain one (1) original and two (2) copies. The Original application must be clearly marked "ORIGINAL" and contain all original signatures.

RESERVATION OF RIGHT TO REJECT: The Walker County Commissioners' Court reserves the right to reject in whole or in part any or all applications, waive minor technicalities, and award the bid to the most qualified bidder. The bidder selected will be the qualified bidder or applicant that offers the most favorable terms and conditions for the handling of county funds Texas Local Government Code Ann., 116.024 (a) (3).

LATE APPLICATIONS: Late applications will be returned to the Bidder unopened. **Walker County will not be responsible for un-marked, or improperly marked applications or applications delivered to the wrong location.**

WITHDRAWAL AND ALTERING APPLICATIONS: Applications may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee

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authenticity. After the official opening, applications may not be amended, altered, or withdrawn without the recommendation of the County Treasurer, County Auditor and the approval of the Walker County Commissioners' Court. All applications become the property of Walker County and will not be returned to the Bidder.

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

OFFERING OF APPLICATION PRICES: The undersigned agrees, if this application 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 Application. The period of acceptance of this application will be thirty (30) calendar days unless the Bidder 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.

SUBMISSION OF THE APPLICATION WORKSHEETS: Applications must be submitted on the attached Application Worksheet. All applications **MUST** be submitted using the **EXACT** format provided by this document.

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

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

BILLING: Invoices shall be sent directly to Walker County Auditor, P. O. Box 1260, Huntsville, TX, 77342. 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) bid 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 renegotiation clause, Local Government Code 116.021(b).

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

QUANTITIES QUOTED ON BID SHEET: Quantities indicated on the Bid 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 bid price.

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BID PRICES NO HIGHER THAN CUSTOMARY PRICES: The price to be paid by the County shall be that contained in the Bid Worksheet, which the Bidder warrants to be no higher than Bidder's current prices by others for products of similar kind and specification.

CONTRACT AWARD: This proposal along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Walker County Commissioners' Court, shall constitute a contract equally binding between the successful offer and Walker County.

EVALUATION PROCESS – DEPOSITORY BANK - Walker 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.
- 3) Bank's ability to obtain a third party safekeeping arrangement that will facilitate investment transactions.
- 4) Experience in providing depository services requested in bid to similar accounts.
- 5) Net rate of return on County funds.
- 6) To maximize the interest earnings while holding bank service charges to a minimum.
- 7) Ability to meet service requirement.
- 8) Cost of services.
- 9) Cash management products available that will enhance the County's banking procedures.

EVALUATION METHOD: Walker County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis.

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

TERMINATION OF AGREEMENT: Either party may terminate this contract with ninety (90) days written notice.

CLAIMS, SUITS, CAUSES OF ACTION: Contractor shall provide the defense for and indemnify and hold harmless Walker County from all claims, suits, causes or action, and liability arising out of the execution of this contract.

SPECIFICATIONS FOR BANK DEPOSITORY CONTRACT

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

GENERAL SPECIFICATIONS

Contained herein are the terms and conditions of the depository application. It shall be understood that these

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specifications are contractually binding.

SCOPE OF THE CONTRACT:

It is the intent of the Walker County Commissioners' Court to contract with a bank desiring to be designated as the Walker County Depository Bank. The Contract will include Walker County Public Monies, the Trust Funds and Registry Funds held by the Walker County District Clerk, Registry funds held by the Walker County Sheriff's department, Funds collected by Walker County Justice of the Peace, Funds collected by the Walker County Tax Assessor-Collector and any other funds instructed by statute to be deposited with the County Treasurer or deposited to the County Depository as established in Chapters 116 and 117 of the Local Government Code.

RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION:

Each and every section and subsection of the application requires a response from the Bank Depository Applicants. Applicants must format responses in the same sequence as the Invitation to Bid. Appropriate responses may consist of phrases such as "understood", "agreed", "no exception", or "not applicable".

MINOR EXCEPTIONS:

Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified.

INTERVIEWS:

The County may require Banks to attend an interview with the Walker County Investment Advisory Committee. The possible Interviews will be between the dates of April 11-15, 2016.

QUESTIONS AND CLARIFICATIONS:

Any questions or requests for clarification concerning the depository requirements of these specifications prior to the deadline should be addressed *in writing* to Walker County Purchasing Agent, 1301 Sam Houston Ave., #235, Huntsville, TX, 77340. A written response will be mailed, faxed or e-mailed to all banks who have received the Application.

DEFINITIONS:

"Bank" means a banking corporation, association or an individual banker, savings and loan association or savings bank organized under the laws of this state, or a savings and loan association or savings bank organized under federal law. - Local Government Code §116.001. In this application the words bank, institution and financial institution are used interchangeably.

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“Demand Deposit” means a deposit of funds that may be withdrawn on the demand of the depositor - Local Government Code §116.001.

“Time Deposit” means a deposit of funds subject to a contract between the depositor and the depository under which the depositor may not withdraw any of the funds by check or by another manner until the expiration of a certain period following written notice of the depositor’s intent to withdraw the funds. - Local Government Code §116.001.

CONTRACTURAL REQUIREMENTS

BACKGROUND:

Walker County is a political subdivision of the State of Texas, which derives its powers from applicable Texas State laws.

The County’s banking relationship is an integral part of the County’s cash management program. It is anticipated that this contract will provide the County with the necessary tools to enable it to effectively respond to financial management challenges.

TYPE OF BANKING RELATIONSHIP

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.

COMPLIANCE WITH STATUTES

By returning the Application Worksheet, Bidder acknowledges that it understands and will comply with Texas Local Government Code, Chapter 116 “Depositories For County Public Funds” and Chapter 117 “Depositories For Certain Trust Funds and Court Registry Funds” that pertain to the managing and safekeeping of county funds, including but not limited to those specified, and will comply with those statutes.

BANK AFFILIATION

Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation.

An Applying Bank must be a Federal or Texas chartered bank doing business in and having a full service facility within Walker County, Texas. Banks who operate under the State of Texas bank charter may submit an Application without membership in the Federal Reserve System. State chartered banks **MUST** be able to perform **ALL** services required by this request for application for the Depository Bank. State chartered banks that are submitting an Application **must** be a member of the Federal Deposit Insurance Corporation.

DURATION

The contract will be effective for a period of four (4) years beginning June 1, 2016 and ending sixty (60) days from the time fixed by law for the next selection of a depository. If a time deposit maturity extends beyond the expiration date of the depository contract, the issuer will pledge sufficient securities allowed by law for the public funds to Walker County for the duration of the time deposit. All fees are to be firm for the

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life of the contract.

RENEGOTIATIONS

Interest rates are subject to the re-negotiation clause, Local Government Code 116.021 (b) (1) (2). The Code specifies that: “If the contract is for a four-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 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.

If for any reason a county depository is not selected under Subsection (a), the commissioner’s court, at any subsequent time after 20 days notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time. Local Government Code §116.021.

INVESTMENTS MADE OUTSIDE DEPOSITORY BANKS:

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

SUBMITTING FINANCIAL STATEMENTS:

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

1. The Bank’s last three (3) quarterly Uniform Bank Performance Reports.
2. The Bank’s last three (3) Call Reports.
3. The Bank’s Annual Financial Reports for the past 2 years.

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

GOOD FAITH GUARANTEE:

A Bank desiring to be the Depository Bank must submit with the Application Worksheet a certified check or a cashier’s check in the amount of \$210,801.00 [one-half percent of the County’s revenue for the preceding year], Local Government Code 116.023 and [one-half of one percent of the Registry/Trust funds held by the County and District Clerk during the preceding year, Local Government Code 117.021 (c)], payable to Walker County as a guarantee of good faith. The check will be held by the County until a Depository Bank is selected and security has been pledged (Fifteen (15) days).

LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY:

As stated in Code Section 116.023: “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. Walker County reserves the right to negotiate with any **or all** applicants. Walker

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County reserves the right to accept or reject in part or in whole any applications submitted, and to waive any technicalities for the best interest of the county.

PLEDGED SECURITIES:

Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. The County will accept Surety Bonds and/or a Securities Pledge Contract provided for under Texas Local Government Code Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond.

To compensate for increases or decreases in County Deposits and fluctuations of market value of pledge collateral, the minimum market value of collateral will be 110% of County deposits.

Pledged securities shall be the kind prescribed by law under Tex. Loc. Gov't Code Chapter 116, and must be acceptable to Walker County. The following securities are acceptable to Walker County.

Pledged securities acceptable under this application will be US Treasury's and Agencies excluding CMO's with a stated maturity of five (5) years or less.

The amounts of the securities to be pledged shall represent at all times an amount equal to 110% the funds placed in the depository. The securities comprising the pledge shall be valued par or market whichever is lower.

The total amount of the securities to be pledged shall be sixteen million dollars (\$16,000,000) unless placed on the agenda and reduced by the Walker County Commissioners' Court during an open meeting.

When submitting this application, each depository should document that they are able to pledge securities of sixteen million dollars (\$16,000,000) to Walker County.

Adjustable rate mortgages (ARM's) and Collateralized Mortgage Obligations (CMO's) will not be acceptable. The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The 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 the 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.

COLLATERAL MANAGEMENT:

The Depository Bank must include, as part of the Application, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value.

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The bank must furnish the County a certified copy of the resolution from the minutes of the board of directors or loan committee meeting that documents the approval of the County's collateral agreement and depository contract.

VALUE OF COLLATERAL

The Depository Bank must propose how it will value pledged securities. 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.

QUALIFIED PUBLIC DEPOSITORY:

Each institution submitting an application must be a full service financial institution. A full service financial institution is defined as any financial institution that offers comprehensive financial services to its institutional customers. The bank must submit with its application, a copy of:

Their audited financial statements for their last and most recent fiscal year; any statement regarding any recent or foreseen mergers or acquisitions affecting the financial institution that is making the application for the depository contract; The amount of paid-up capital stock;

The amount of permanent surplus of the bank making the application; current Sheshunoff peer group rating and Uniformed Bank Performance Report; in the case where a financial institution is owned by a holding company, the most recent bank holding company performance report should be included.

Each application is to be accompanied by a Certified Check for \$210,801.00 payable to Danny Pierce, County Judge, conditioned that if the bank is accepted as depository, it will file within the time prescribed by law a pledge contract on the form and in the amount and manner required by law, accompanied by securities acceptable to Walker County, such as Government Bonds, U.S. Treasury Bills and Certificates of Indebtedness, and Texas Municipal Bonds or the check will be forfeited to the County as liquidated damages.

When the selection of a depository has been made, the check of the applicant(s) whose application is accepted will be returned at the time the bank selected as depository enters into and files the pledge contract required and said pledge contract has been approved by the Commissioners Court and tendered securities have been accepted by the County. The check of the applicants not selected will be immediately returned.

AUTOMATED CLEARING HOUSE CAPABILITIES:

The applicant must have and maintain Automated Clearing House (ACH) originating bank capabilities. The applicant must conform with National Automated Clearing House Association (NACHA) and Uniform Commercial Code Article 4A (UCC4A) rules.

The County will require the bank to provide a system of automatic deposit and payment through the Automated Clearing House System. The County currently pays approximately 380 of its employees through direct deposit and anticipates paying a substantial number of its creditors by direct deposit within the next four (4) years.

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The County will provide the institution with the necessary file for processing of direct deposit payroll (and other functions if implemented) two (2) days prior to the effective date.

FED WIRE AND DTC:

The bidder must have direct access to Fed Wire and Depository Trust Corporation (DTC) electronic transfer capabilities during the contract period. This is due to the number of transactions conducted by the County for investment securities.

The County portfolio currently averages approximately \$15 million including money market, Tex Pool, DWS, etc. consisting of a variety of instruments that are legal investments under the Public Funds Investment Act and the Walker County Investment Policies and Procedures Manual. The County Treasurer, or her assigned representative, is authorized to buy, sell, and exchange all such instruments.

The County reserves the right to invest any or all funds in any manner that will be in the best interest of the County. The bank is expected to promptly and faithfully execute all investment and/or wire transfer instructions. In the event an investment fails to settle due to bank error, the bank will reimburse the County for any loss of investment income.

The institution must operate or have access to an investment department able to accept telephone instructions for the buying and selling of securities.

The institution must operate or have access to the Fed wire system and the Depository Trust Corporation (DTC) wiring system.

Furnish advisory services regarding financing, money market conditions and investments, on an as needed basis.

Charges and credits to the County's "General Account" resulting from investment transactions will be entered directly on the transaction date.

COST OF SERVICES:

Applicants shall complete, and return the depository application. Application information will be used during the evaluation process; therefore, applications received without this information may be rejected. Bank will specify fees required for service. Banking services not detailed on application will be provided at no cost.

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WITHDRAWALS:

The depository is to collect all checks, drafts, and demands for money so deposited with it by the County and its officers. No funds or fees may be withdrawn from the depository except by properly drawn warrants which have been approved and signed by the appropriate authorities designated on the signature cards applicable to the situation. Different accounts require different signatures and signature cards shall always be checked.

DESIGNATED DEPOSITORIES:

As soon as the contract for securities pledged is given and approved by the Commissioners Court an order will be entered by the County designating the successful applicant or applicants as depository for the funds of the County until sixty (60) days after the time fixed for the next selection of a depository bank and thereupon the County Treasurer will place with said depository funds belonging to the County; an approximate amount of \$5,000,000.00 to \$8,000,000.00, as well as all the funds belonging to any district not selecting its own depository, and immediately upon the receipt of any money thereafter will deposit it with the depository to the credit of the County.

The County Treasurer will deposit all funds and fees collected by County Officials, except Trust Funds otherwise provided for. Walker County reserves the right to make any legal investments under Article 836 V.T.C.S. and V.T.C.A., Local Government Code, Sections 116.112 and 140.002.

When the security is provided in accordance with Local Government Code §116.051 and is approved by the Commissioner's Court, the Commissioner's Court shall, by an order entered into its minutes, designate the bank as a depository of the county and depository for certain trust and court registry funds.

The designation of depository is effective until the end of the 60th day after the date fixed for the next selection of a depository bank.

SECURITIES ACCESS:

Upon qualifying of the depository, all County owned securities are to be delivered to it by the County Treasurer and County Auditor, and a place of safekeeping provided therefore by the depository. Access to these securities is to be permitted only to any two (2) of the following three (3) County Officials - County Judge, County Treasurer and County Auditor. The County Auditor prescribes appropriate records for the maintaining of the securities. The pledge of securities contract of the depository is to cover all funds deposited.

SAFEKEEPING REQUIREMENTS AND REDUCTIONS OF PLEDGE SECURITIES:

Depositories shall place pledged securities in a custodial account at the Federal Reserve Bank or a trust department of a commercial bank (an institution not owned or controlled by the depository institution or its holding company) for safekeeping. An original copy of all security receipts will be filed with the County Treasurer. Prospective depository institutions are required to submit a copy of the safekeeping agreement and the name of the Trustee Bank to be used.

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ADDITIONS, SUBSTITUTIONS AND REDUCTIONS OF PLEDGED SECURITIES:

Any additions, substitutions, or reductions in the total amount of pledged securities may be made only with the authorization of Commissioners Court.

In the case of a reduction, the depository must provide in writing that the collateral will be available when needed to meet normal county balance increases throughout the year.

The bank must maintain a separate account at a Federal Reserve Bank to be used strictly for the safekeeping of County owned securities. It will be used strictly for the safekeeping of securities owned by the County or held for the County to collateralize an investment transaction with a third party. The County will have all wire deliverable government securities and other Fed wire securities delivered to and from this account in the normal course of its investment activities. In addition, corresponding type of services will need to be provided for DTC eligible securities.

SAFEKEEPING REQUIREMENTS FOR INVESTMENTS:

The County Treasurer will continue to invest idle funds in accordance with the Public Funds Investment Act and intends to maintain minimum monthly bank balances.

To facilitate the counties investing, its depository will have to provide safekeeping services for any book entry securities purchased by the county. However, if the depository intends to sell securities to the county, the county will require purchased securities to be safe kept at a third party institution not owned or controlled by the depository or its holding company.

FUNDS, REPORTS AND STATEMENTS:

The depository is required to keep each fund designated by the county separate. The accounts and funds are subject to examination of the County Auditor at anytime. The depository is to furnish the County Treasurer, at the close of each month, statements of the receipts, disbursements and balances of each fund, accompanied by the canceled checks, or photocopies, for the period and a file in BAI2 format. The bank shall send by email, or make available on-line a copy of all bank statements each month to the County Auditor. If positive pay is used, a list of all checks not paid (outstanding) for each positive pay account shall be provided to the County Auditor.

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SELECTION OF DEPOSITORY:

The Commissioner's Court shall select the qualified applicant(s) that offer the most favorable terms and conditions for the handling of the county funds. The County Treasurer and County Auditor recommend the following objectives and criteria are considered:

1. To have a county depository that is stable and solvent.
2. To protect the county's deposits by requiring the depositories to pledge securities as collateral.
3. To obtain a third party safekeeping arrangement that will facilitate investment transactions.
4. To maximize the interest earnings while holding bank service charges to a minimum.
5. To have a county depository that is able to meet service requirements.

SERVICE REQUIREMENTS

CONTACT PERSON: Bank must identify a 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.

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

- General Information
- Safekeeping and Securities
- Posting and Deposit Discrepancies
- Stop Payments
- Balance Adjustments
- Collateral Adequacy
- Internal Transfers
- Wire Transfers
- Online PC Service
- Certificates of Deposit rate quotes

ON-LINE SERVICES: It is requested that as a part of the bid the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payments request, confirmations, and detailed debits and credits. Attach product description, pricing and sample reports for the on-line PC link available. **Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**

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ANALYSIS REPORT: Printed copy monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

- Average ledger balance
- Average float
- Average collected balance
- Average negative collected balance
- Average positive collected balance
- Reserve requirement
- Available balance for earnings credit
- Price level for each activity
- Monthly volumes by type
- 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 Application.

STATEMENTS: Printed copy monthly bank statements will include a photo static copy of all 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. Upon request, the Bank will provide a photo static image of the endorsement on the back of all checks or make available on-line. A statement in BAI2 format is required.

Statements should be sent electronically via email, or be made available on-line and should be processed no later than five (5) business days after the close of each month. If positive pay is used by the County, a list of all unpaid checks must be provided to the County Auditor as a supplement to the statements.

A sample bank statement and BAI import file will be included as a part of the Bid.

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.

STALE DATED CHECKS: Bank must agree not to honor stale dated checks on county accounts after a 90-day limit, unless such checks are endorsed by the County Treasurer as acceptable. If a stop payment request is required, no charge is allowable for the request. If positive pay is used by the County, stale dated checks must not be included on the unpaid check list provided to the County.

ACH TRANSACTIONS: Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits.

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

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INTEREST RATES: Floating interest rate bids and fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Walker County reserves the right to select the rate most favorable to the County anytime during the term of the contract, within the guidelines of Section 116.021 (b) of the Local Government Code.

DISBURSEMENT SERVICES: A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentation. Bank must also agree to cash, without charge to the County or County employee, an employee's payroll check whether or not the employee has an account with the Bank. This will include any of the Bank's locations or motor-bank facilities in Walker County, Texas.

POSITIVE PAY: The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by the Treasurer before checks are paid by the bank. Any applicable cost should be quoted. If stop payment requests are required for stale dated checks (90 days old) requests must be honored at no charge.

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 bid.

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.

COMPUTERIZED OUTPUT: The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process in BAI format or other agreed on format.

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. Indicate costs associated with a security purchase settlement.

PAYMENT FOR SERVICES: The County requires that payment for services and supplies provided be as follows:

Settlement for service charges will occur every six months. If the earnings credit exceeds the total service charges for the six months, there is no service charge payment due. If the earnings credit is less than the total service charges for the six month period, an invoice for the amount of the net deficiency will be presented to the County Treasurer. Interest paid on interest bearing accounts must not be included as a cost/fee in calculating the service charge. All fees charged to the County must flow through this process and not be direct deducted from any account.

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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 will want to be kept informed of recent developments in cash management products. Bidders are invited to propose additional cash management services that are not specified herein.

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, and etc.)

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 deposit bags	_____
2. Laser Checks	_____
3. Checks (in individual books or binders)	_____
4. Deposit Slips	_____
5. Endorsement Stamps	_____
6. Coin Wrappers	_____
7. Currency Straps	_____

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. Charges not listed will be at no cost.

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STRUCTURE OF ACCOUNTS:

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

- Non-Interest Bearing Checking Accounts -- approx. 8
Estimated balances equal ~ \$1,209,000.00
- Interest Bearing Checking and/or Money Market Savings Accounts -- approx. 12
Estimated balances equal ~ \$3,900,000.00
- Trust Funds - Separate Individual Savings Accounts -- approx.. 50
Estimated balances equal ~ \$250,000.00 to \$500,000.00

These savings accounts will house the District and County Clerks' Trust/Registry funds mandated by the court. The accounts will be in the Clerk's name for the benefit of the beneficiary and will be registered with the beneficiary's Social Security number. There are occasions when the trust funds will not be deposited in the Depository Bank by order of the court.

The County requests a bid for the interest rate on these accounts as a whole, please see the following page. The County also requires that when compensating balances for services rendered are calculated, these accounts be considered.

- Certificates of Deposit -- 0
The County currently does not have any trust monies invested in Certificates of Deposit.

MISCELLANEOUS REQUIREMENTS:

FORM 1295 INSTRUCTIONS

Pursuant to newly enacted Section 2252.90 of the Texas Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a disclosure of interested parties to the local governmental prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the disclosure of interested parties (Form 1295) and has created a website application for business entities to submit the required information.

Walker County may not enter into a contract that requires the approval of the Commissioners Court until the business entity that is a party to the contract completes a Form 1295. The instructions to complete Form 1295 and file it with Walker County are as follows:

1. Upon being notified of a bid award, the award recipient ("business entity") must go to the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow the

Walker County Depository Application

login directions on the website application to complete a Form 1295. If this is a business entity's first time logging on to the website application, the business entity must create a login Username and Password and then follow the application's instructions to complete a Form 1295.

2. The County Awards Bids and Purchase Orders as the Contract ID Number. Please insert that number in this box.
3. Even if a business entity has no interested parties, Form 1295 still must be completed using the website application and filed with the County Clerk.
4. Once confirmation is received that the information has been submitted, the business entity MUST print, sign and notarize the completed Form 1295.
5. **The signed and notarized Form 1295 must be forwarded to the County within ten (10) business days of the date of notification of the award. The contract will not be put on a final Commissioners Court Agenda for approval until the Form 1295 has been filed with the County.**
6. Once the County receives the signed and notarized Form 1295, the Purchasing Department will submit confirmation of receipt through the TEC website application within thirty (30) days of the filing of Form 1295.
7. This process must be followed for each contract a business entity enters into with Walker County.
8. A Form 1295 cannot be handwritten. It must be completed electronically through the TEC website application.
9. If you have any questions regarding the filing of Form 1295, please contact Purchasing@co.walker.tx.us

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County Depository Pledge Contract

**State of Texas
County of Walker**

KNOW ALL MEN BY THESE PRESENT:

That _____ of _____ County, Texas, does hereby pledge and deposit the following securities with the Commissioners Court of Walker County, Texas, in the amount of _____ Dollars, upon the terms and conditions and for the purpose hereinafter set forth:

Securities	Amount
1) _____	\$ _____
2) _____	\$ _____
3) _____	\$ _____
4) _____	\$ _____
5) _____	\$ _____
6) _____	\$ _____
7) _____	\$ _____
8) _____	\$ _____
9) _____	\$ _____
10) _____	\$ _____
11) _____	\$ _____
Total Securities _____	\$ _____

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Signed, sealed and dated this _____ day of _____ A.D. 2016. The conditions of the above contract are such that, whereas, the above bounden pledgor _____ was on the _____ day of _____, A.D. 2016, duly and legally chosen by the Commissioners Court of Walker County, Texas, as County Depository for said county for a period of four years ending sixty days from the time fixed by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Walker interest on "time deposits" on daily balances kept in said depository of said County of _____ at the rate of _____ per annum, said interest payable monthly.

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NOW, THEREFORE, if the above bounden pledgor _____ shall faithfully do and perform all the duties and obligations devolving on it by law as the County Depository of Walker County, Texas, and shall upon presentation pay checks drawn on it by the County Treasurer on Walker County, Texas; on "demand deposits" accounts in such depository; and all checks drawn on any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said County funds, and accounts for same period according to law, and shall faithfully keep and account for all fund belonging to the County which are deposited with it under the requirements of V.T.C.A., Local Government Code, Chapter 116, and shall include State funds collected by the tax collector, and shall pay the interest at the time and rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners Court of Walker County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of the sale to satisfaction of any indebtedness arising by virtue of the violence of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in ant suit brought on this contract in any court of this state.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Walker and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said _____ has caused these present to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

By _____
President, as Principal

(SEAL)

Walker County Depository Application

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WALKER

Before Me, on this day, personally appeared _____ President of _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledgment to me that he executed the same as the act and deed of the _____, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of, A.D. 2016

Notary Public in and for

County, Texas.

(SEAL)

Term expires

The within contract showing approval by the Commissioners Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the day of _____, 2016 _____, and duly recorded in Book _____, Page _____, Bond Record of Walker County, Texas.

Witness my hand and seal of office, this _____ day of _____, 2016.

Kari A French, County Clerk
Walker County, Texas

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Note:

1. V.T.C.A.. Local Government Code, Chapter 116(c), prescribes the character of securities that may be pledged.
2. Securities pledged are to be accepted at their market value and not at their face value.
3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
4. This blank form should be used where possible.

Walker County Depository Application

BID WORKSHEET BANK DEPOSITORY CONTRACT

VARIABLE AND FIXED RATE BIDS:

Supply rate quotes for the following:

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

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

Minimum Balance Required: _____ (Interest Checking Accounts)

_____ (MM Savings Accounts)

Certificates of Deposit - Variable Interest Rate

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

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

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Certificates of Deposit - Fixed Interest Rate

Use the date of February 2016 for calculation purposes

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

COST ANALYSIS WORKSHEET:

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your bid figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for February 1, 2016.

BALANCE SUMMARY:

AVG POSITIVE LEDGER BALANCE (All Accounts) \$10,000,000 – Highest \$3,000,000 – Lowest

AVG LEDGER BALANCE
LESS AVG FLOAT \$ _____ \$ _____

AVG COLLECTED BALANCE
AVG NEGATIVE COLL BALANCE \$ _____ \$ _____

AVG POSITIVE COLL BALANCE \$ _____ \$ _____

LESS RESERVES REQ RATE: _____ \$ _____ \$ _____

AVG. AVAIL BALANCE FOR EARNINGS CREDIT \$ _____ \$ _____

LESS BALANCE REQUIRED \$ _____ \$ _____

NET AVAILABLE BALANCE \$ _____ \$ _____

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EARNINGS CREDIT SUMMARY:

AVAIL BALANCE FOR EARNINGS CREDIT	\$ _____	\$ _____
EARNINGS ON AVAILABLE BALANCE	\$ _____	\$ _____
EARNINGS CREDIT ALLOWANCE RATE: _____	\$ _____	\$ _____
LESS TOTAL SERVICE CHARGES	\$ _____	\$ _____
EXCESS OR DEFICIT	\$ _____	\$ _____

This page intentionally left blank from excess and deficit. Please continue on next page.

Walker County Depository Application

COST ANALYSIS WORKSHEET CONTINUES

Earnings credit calculated on the following balances:

Trust Fund Savings Accts	\$ 300,000.00
Non-Interest Bearing Accts	\$ 1,500,000.00
Interest Bearing Accts	\$ 1,500,000.00
Total	\$ 2,300,000.00

**PLEASE PROVIDE AN EXPLANATION OF HOW THE EARNING CREDIT RATE IS
CALCULATED:**

Note: Initial each requirement; any exceptions must be submitted in writing.

	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED	INITIAL
<u>DEPOSITORY SERVICES</u>				
FDIC ASSESSMENT	_____	_____	_____	_____
MAINTENANCE FEE	_____	_____	_____	_____
CREDITS POSTED	_____	_____	_____	_____
DEPOSITED ITEMS ENCODING	_____	_____	_____	_____
DEPOSITED ITEMS ON US	_____	_____	_____	_____
DEPOSITED ITEMS ALL OTHER	_____	_____	_____	_____
DEBITS POSTED	_____	_____	_____	_____
OVERDRAFT FEE	_____	_____	_____	_____
MANUAL STOP PAYMENTS	_____	_____	_____	_____
AUTOMATED STOP PAYMENTS	_____	_____	_____	_____

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	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED	INITIAL
<u>ACCT MAINTANCE</u>				
DEPOSITS	_____	_____	_____	_____
TRANSFER DEPOSIT	_____	_____	_____	_____
NON-INTEREST BEARING CKG/MM SAVINGS	_____	_____	_____	_____
INTEREST BEARING CKG	_____	_____	_____	_____
SWEEP ACCOUNTS	_____	_____	_____	_____
INTERIM STMTS WEEKLY	_____	_____	_____	_____
INTERIM STMTS MONTLY	_____	_____	_____	_____
<u>RETURN ITEM SERVICES</u>				
RETURN ITEMS	_____	_____	_____	_____
RETURN CHECKS - NSF	_____	_____	_____	_____
RETURN-REDEPOSIT ITEM RECLEAR	_____	_____	_____	_____
<u>BRANCH TELLERS SERVICES</u>				
BRANCH DEPOSIT IMMED VERIFICATION	_____	_____	_____	_____
COMMERCIAL CHECK CASHING	_____	_____	_____	_____
NIGHT DROP DEPOSIT	_____	_____	_____	_____
<u>CASH VAULT SERVICES</u>				
CURRENCY DEPOSIT	_____	_____	_____	_____
CURRENCY PER STRAP	_____	_____	_____	_____

Walker County Depository Application

	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED	INITIAL
--	---------------	-------------------	---------------------	---------

COIN PER ROLL _____

COIN WRAPPERS _____

GENERAL ACH SERVICES

MAINTENANCE FEE _____

ACH DEBITS/CREDITS _____

ACH PAYMENT _____

ACH DEPOSIT _____

ACH ORIGINATION _____

WIRE TRANSFER

FUNDS TRANSFER INCOMING _____

FUNDS TRANSFER – INCOMING
REPETITIVE WIRE _____

FUNDS TRANSFER - OUTGOING _____

FUNDS TRANSFER - OUTGOING
REPETITIVE WIRE _____

CONTROLLED DISBURSEMENT

MAINTENANCE FEE _____

ITEMS PAID _____

DAILY FUNDING WIRE TRSF _____

ACCOUNT RECONCILIATION

SORT RECON MAINTENANCE _____

TRANSMISSION FEE _____

Walker County Depository Application

	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED	INITIAL
--	---------------	-------------------	---------------------	---------

SORT RECON ITEMS _____

DEPOSIT RECON ITEMS _____

POSITIVE PAY WITHOUT RECON _____

POSITIVE EXCEPTIONS _____

PARTIAL ITEM _____

PARTIAL MAINTENANCE _____

ONLINE INFORMATION SERVICES

INTERNAL TFSFRS ITEMS _____

INTRADAY ACCOUNTS _____

INTRADAY ITEMS _____

PREV DAY ACCOUNTS _____

PREV DAY ITEMS _____

CHECK MGR MAINT. _____

SAFEKEEPING & SECURITY CLEARING

ACCOUNT MTN _____

RECEIPTS HELD _____

FEE PER \$1000 PAR VALUE _____

SAFEKEEPING INCOME _____

MISCELLANEOUS

INTEREST EXPENSE
ON TRUST/REGISTRY ACCTS _____

Walker County Depository Application

	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED	INITIAL
CREDIT CARD SERVICES	_____	_____	_____	_____
TELEPHONE SERVICES	_____	_____	_____	_____
SAFETY DEPOSIT BOX	_____	_____	_____	_____
BANK BAGS W/KEYS	_____	_____	_____	_____
AMORED CAR SERVICE	_____	_____	_____	_____
PAYROLL CARDS	_____	_____	_____	_____
TOTALS	_____	_____	_____	

Walker County Depository Application

DEPOSITORY BANK

The Bank must complete the information below to validate the bid for Walker County Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing Walker County with a Certified and Attested Resolution from a duly authorized meeting of the Board of Directors of the submitting Bank authorizing or empowering the undersigned to execute this contract; that this Bank has not prepared this bid in collusion with any other bidder; and that the contents of this bid as to fees, interest rates, terms, or conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other bidder or to any other persons engaged in this type of business prior to the official opening of this application.

All unsigned Bids will be disqualified.

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name _____ Date: _____

Mailing Address: _____
Street/P. O. Box _____ City _____ State _____ Zip _____

Telephone #: _____ Cell #: _____ Fax #: _____

E-mail Address: _____

Employer Identification Number/Social Security No: _____

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

- A. A list of references of current Public Funds Users that utilize Cash Management Products similar to those requested in bid.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing, and sample reports for the on-line PC link available.

Walker County Depository Application

- H. A sample Account Analysis Report.
- I. A sample Bank Statement and BAI2 file for import into the County financial system.
- J. A Copy of Bank's Availability Schedule.
- K. Positive pay charges clearly identified.
- L. Any exceptions to written specifications are attached and clearly noted.

REFERENCES

Attach a list of references of current Public Fund users that utilize Cash Management Products similar to those requested in the bid worksheet. Failure to do so may render the bid unresponsive.

List two (2) references for whom bidder has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred.

Business

Contact Person

Phone Number

REQUIRED BANK DEPOSITORY SERVICES

(as needed throughout all contract terms)

The County requests information on the following services:

	YES	NO	FEE
A. Will applicant furnish wire transfer services at no cost?			
B. Will applicant charge a service charge on County accounts?			
C. Will applicant furnish deposit slips, deposit books and endorsement stamps?			
D. Will applicant furnish coin counting and wrapping of all change?			
E. Will applicant pay for two safety deposit boxes of adequate size?			
F. Will applicant charge for stop payments issued?			
G. Will applicant furnish County with cashier's checks as needed?			
H. Will applicant furnish County with collection and exchange services?			
I. Will applicant charge for accounts overdrawn for short periods of time?			
J. Will applicant charge for collected overdrafts?			
K. Will applicant charge for daylight overdrafts?			
L. Will applicant charge for plastic recyclable deposit bank bags?			
M. Will applicant furnish County with all checks that are necessary?			
N. Will the depository bank credit all cash, checks, money orders, etc. direct to the accounts of Walker County on the day of the deposit by Walker County?			
O. Will applicant provide direct deposit payroll service for Walker County employees?			
P. Will applicant provide Fraud Detection service?			
Q. Does bank have EFT and ACH payment options?			

R. If for some reason Walker County cannot get all necessary checks printed and received before 5/31/16, will your bank agree to extend the time necessary to receive new checks? _____

S. Walker County will need a computer linkup with the Depository bank in order to monitor accounts for cash management. Can your bank provide this service? _____

T. Walker County will need a controlled disbursement account. Can your bank provide this service? _____

U. Walker County will need the capability to do PC-Wire Book Non-repetitive, PC-Wire Book Repetitive and PC-Wire Out Repetitive transactions. Can your bank provide this service? _____

Please attach a listing of all customer automated cash management products your bank will provide upon request to Walker County during any term of this contract:

	YES	NO	FEE
V. Will bank furnish images of checks and software to view images?	_____	_____	_____
W. Will bank furnish online access to view checks and deposit slips?	_____	_____	_____
X. Will bank furnish remote deposit machines and all needed software?	_____	_____	_____
Y. The bank, if asked, should be able to show examples of computer cash management tools and software packages that the County requested in this application. Can your bank provide this upon request?	_____	_____	_____
Z. On a monthly basis Walker County's portfolio needs to be priced at market value plus accrued interest on securities held. Can your bank provide this service?	_____	_____	_____
A1. Can the bank provide a file to the County on a monthly basis in BAI2 format?	_____	_____	_____

List additional services for consideration:

New Technologies, New Services: The awarded bank may offer new technologies and/or new services, if mutually agreed to in writing by the County and the awarded bank at any time during the contract period.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7. _____

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.