



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

SOLICITATION – RFP 21-09: KAUFMAN COUNTY DEPOSITORY SERVICES CONTRACT

Return deadline is no later than: 2:00 p.m., Friday, August 13, 2021

SOLICITATION 21-09: Kaufman County Depository Services Contract

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LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed responses will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Friday, August 13, 2021, at 2:00 p.m.** for the following:

SOLICITATION – RFP 21-09: KAUFMAN COUNTY DEPOSITORY SERVICES CONTRACT

Specifications may be obtained online (<https://www.kaufmancounty.net/county-offices/purchasing-agent/>), through the online bidding site (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=fbdcaf8b-5a8c-49b1-9c7f-e2774c03dc3d>), in the office of the Purchasing Agent located at 100 N. Washington St., Kaufman, Texas, or requested by email (purchasing@kaufmancounty.net).

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. The responses will be publicly opened, immediately following the closing date and time, in the Courthouse-Annex 2nd Floor Conference Room located at 100 N. Washington, Kaufman, Texas 75142.

Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

SOLICITATION NAME: Kaufman County Depository Services Contract

SOLICITATION NUMBER: RFP 21-09

DUE DATE/TIME: 2:00 p.m., Friday, August 13, 2021

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

I. Bid Instructions

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this solicitation except for questions directed through the Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the solicitation process.
2. All submittals must be sealed when returned to Kaufman County and clearly addressed to the Purchasing Department, including the solicitation name and number on the outside of the package.

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3. All documents relating to this solicitation will be posted under the solicitation number on the Kaufman County Purchasing Department website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the solicitation due date.
4. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Kaufman County will not be responsible for errors made by the respondent.
5. Project Timetable:

Release Solicitation	Tuesday, June 15, 2021
Pre-bid / Site Evaluation(s)	n/a
Deadline for written questions	5:00 p.m., Friday, July 16, 2021
Deadline for Solicitation Submittals	2:00 p.m., Friday, August 13, 2021

II. Standard Terms and Conditions

By returning this solicitation response for **21-09: Kaufman County Depository Services Contract**, in its entirety, Respondent certifies and agrees to the following:

1. This solicitation embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
2. Responses may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submittals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
3. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date. All questions and/or clarifications must be submitted by email to purchasing@kaufmancounty.net.
4. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this solicitation or the agreement, by giving thirty (30) days written notice to the Respondent with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
5. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the solicitation. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
6. The Respondent shall affirmatively demonstrate qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
7. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

8. The Respondent shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
9. The Respondent shall defend, indemnify, and shall hold and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
10. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Kaufman County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
11. The Respondent shall obtain from the appropriate City, Kaufman County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
12. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
13. The parties herein agree that the agreement shall be enforceable in Kaufman County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Kaufman County, Texas.
14. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
15. Funding Clause – Payments required to be made by Kaufman County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Kaufman County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Kaufman County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Purchasing Agent. Thereupon, Kaufman County will be released from its obligation and make further payments.
16. Kaufman County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Kaufman County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. In case any one or more of the provisions contained in the solicitation shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Certificate of Insurance / Additional or alternate bonds – Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject

agreement. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications. See EXHIBIT A – Standard Insurance & Bonding Requirements.

19. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
20. Respondents must agree to provide the following information as part of this response:
 - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
 - Current fiscal year-end and year-to-date financial statements.
21. Kaufman County reserves the right to accept or reject any or all responses, with or without cause, to waive technicalities, or to accept the response which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
22. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
23. Costs of preparation of a response to this solicitation are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
24. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this solicitation. Kaufman County shall have access to all records, documents and information collected and/or maintained by others during the administration of this agreement.
25. Respondent understands and agrees that in returning a response that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
26. Responses must be submitted on the forms provided and will not be considered if submitted by facsimile, email, or any other means of rapid dispatch, nor if submitted to any other person or department other than specifically instructed.

27. Gratuities – Kaufman County may, by written notice to the Respondent, cancel this contract without liability if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative, to any officer or employee of Kaufman County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.
28. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Respondent of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
29. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
30. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Kaufman County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
31. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
32. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
33. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
34. Advertising – Respondent shall not advertise or publish, without Kaufman County’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

35. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
36. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
37. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
38. The contents of each response, including specifications shall remain valid for a minimum of sixty (60) calendar days from the Solicitation due date.
39. All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.
40. Subcontracting – The Respondent must function as the single point of responsibility for the Agency. No response shall be comprised of separate pricing from multiple subcontractors. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The Contractor shall be fully responsible to the County for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the County. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 1. Require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 2. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and the Contractor. The County may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the County;
 3. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;
 4. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the County being a named insured as its interest shall appear; and
require that the Subcontractor indemnify and hold the County harmless to the same extent as the Contractor is required to indemnify the County.
41. Investigation of Conditions – Before submitting a response, vendors should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
42. Ethics – The Respondent and/or representatives shall not offer nor accept gifts or anything of value, nor enter any business arrangement with any employee, official or agent of Kaufman County.

43. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
44. All hardware or any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
45. Descriptions – Whenever an article or material is defined or used in the solicitation by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Responses must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
46. Addendum – Any interpretations, corrections, or changes to this solicitation will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be made available online. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
47. Patents / Copyrights – The successful Respondent agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
48. Invoicing / Billing – Invoices will be submitted to the Kaufman County Auditor’s Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse Kaufman County for any monies paid to Contractor for goods or services not provided of when goods/services provided do not meet the contract agreement or solicitation requirements. Payments made by the county shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate / applicable attachments and documentation, as required by the County for all goods, services, and work performed following acceptance of goods, services, or work by the County.

At minimum, the original invoices submitted against the solicitation, must reference all the following information:

- a) Contractor / Vendor Name
- b) Contractor / Vendor Address
- c) Contractor / Vendor Contact Information
- d) Contractor / Vendor Telephone Number and Email
- e) Contractor / Vendor Remittance to Address
- f) Invoice Date
- g) Invoice Number (uniquely numbered, no duplicates)
- h) Valid Kaufman County Purchase Order Number must appear on all itemized invoices and packing slips
- i) Solicitation Number
- j) Date of Services of Date of Purchase
- k) Description of Services and Goods
- l) Cost of Services and Goods

Invoices and support documentation are to be sent to:

ORIGINAL INVOICE: Kaufman County Auditor's Office
Attn: Accounts Payable
100 N. Washington
Kaufman, Texas 75142
accountspayable@kaufmancounty.net

COPY OF INVOICE(S) SHALL BE SENT TO: Requesting User Department name and address indicated on the Purchase Order

All invoices must reference a Kaufman County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

49. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - a) Name and address of successful vendor;
 - b) Name and address of receiving department and/or location;
 - c) Kaufman County Purchase Order number; and
 - d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
50. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
51. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
52. Warranty – Respondent shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
53. Remedies – The Respondent and Kaufman County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
54. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made based on this statement.
55. Evaluation Criteria, shall include, but not be limited to the following:
 - a) Unit price

- b) Delivery
- c) Vendor's past performance record with Kaufman County
- d) Evaluation of vendor's ability to perform
- e) Kaufman County's experience with product(s) bid
- f) Special needs and requirements of Kaufman County
- g) Results of performance evaluation (if requested or needed)

Kaufman County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regarding of any previous evaluation method.

56. **Contract Award** – Kaufman County reserves the right to reject all responses and to waive any minor informality or irregularity in a vendor's response if deemed in the best interest of the County. Award of contract (if any) resulting from this solicitation will be made only by written authorization from Kaufman County Commissioners Court, which will be followed by the issuing of a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed solicitation documents may be construed as a contractual agreement.
57. **Conflict of Interest Questionnaire (CIQ) Form** – Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form (CIQ), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is following the requirements of Chapter 176 of the Texas Local Government Code. Original, completed forms should be included, if applicable, in your response.
58. **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 government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Instructional videos for business entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The identification number (section 3 of form 1295) is this solicitation number.

59. **Nondiscrimination Authorities** – The Respondent, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), and 49 CFR Part 21. The respondent will not discriminate on the grounds of race, color, or national origin in the selection and retention of

subcontractors, including procurements or materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices.

60. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.

61. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

RESPONDENT'S ACCEPTANCE – By submitting a response to this solicitation, the respondent certifies that it has fully read and understands the terms, conditions, and statements and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Respondent understands and agrees that this solicitation is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this solicitation. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this solicitation. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of the Respondent.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

III. Introduction

The Commissioners' Court of Kaufman County Texas will select a County Depository of and for the public funds of Kaufman County, Texas. The contract will be in accordance with the provisions of Vernon's Texas Code Annotated, Texas Local Government Code, Chapter 116 through 117, that pertains to the managing and safekeeping of County funds held in trust by the County and will comply with these statutes.

The County will contract with a bank for a two-year or four-year contract term. Separate bids should be submitted accordingly.

Any banking corporation, association, or individual banker of Kaufman County, Texas, desiring to be designated and/or selected as such Depository shall make and deliver to the Purchasing Agent of Kaufman County, Texas, an application applying for such funds stating the amount of paid up capital stock and permanent surplus of said bank, together with a statement showing financial condition of said bank, at the date of said application, which shall be delivered to the Purchasing Agent on or before the closing date and time. Said application shall also be accompanied by a certified check for not less than one-half (1/2) of one percent (1%) of Kaufman County's revenue for the fiscal year 2019 (\$47,423,507.00), as a guarantee of the good faith on the part of said bank, corporation, or individual banker, that if said bank is accepted / or selected as County Depository it will enter into the bond and/or bonds provided therefore by law.

Said application, so filed with the Purchasing Agent and prepared as required by the laws of the State of Texas, will be considered by the Commissioners' Court of Kaufman County, Texas and a County Depository will be selected in accordance with the above referred to laws and all other laws of the State of Texas covering such matters.

IV. Specifications

It is the intent of Kaufman County to execute a contract with a bank desiring to be designated as the County Depository Bank. By returning the Bid 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 the Local Government Code Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 and amended by Acts 1991, 72nd Leg., and Acts 1995, 74th Leg.; and Article 2547 a, b, c.) that pertain to the managing and safekeeping of County funds and will comply with these statutes. Also, the Bank acknowledges that it understands the Revised Civil Statutes of Texas, (Article 2558a, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, chapter 117.000 through 117.124 as passed by the 70th Leg. 1987 and amended by Acts 1989, 71st Leg., Acts 1991, 72nd Leg., Acts 1993, 73rd Leg., and Acts 1995, 74th Leg.) that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes.

- **DURATION** - The Bank contract will be effective for a two-year or a four-year term. 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, if any, or to change to the new fixed or variable interest rate options proposed by the bank.

If a timed deposit maturity extends beyond the expiration date of the contract, the depository bank will pledge sufficient securities required for public funds to Kaufman County to provide for the maturity of the time deposit.

- **AWARDING CONTRACT** - Kaufman County will award the depository bank contract based on the following criteria:
 - 1) Bank's past and prospective financial condition.
 - 2) Net rate of return on County funds.
 - 3) Ability to meet service requirements.
 - 4) Cost of services.
- **SUBMITTING FINANCIAL STATEMENTS** - All banks wishing to be designated as the Depository Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.
- **GOOD FAITH GUARANTEE** - Bank must submit with the Bid Worksheet a certified cashier's check for (one-half of 1 percent of the County's revenue for 2019) payable to Kaufman County as a guarantee of good faith. The check will be held by the County until the Depository Bank is selected and the securities have been pledged.
- **AMOUNT TO BE PLEDGED** - The initial amount of securities to be pledged against Kaufman County funds shall be adequate to fully collateralize the funds of Kaufman County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the Kaufman County Treasurer. Securities pledged must be held at the Federal Reserve Bank, Dallas or The Federal Home Loan Bank of Dallas in Kaufman County's Public Funds Collateral Account.
- **PAYMENT OF SERVICES** - Bank will specify fees required for services. Banking services not detailed on the Bid Worksheet will be provided at no cost.
- **INVESTMENTS MADE OUTSIDE DEPOSITORY BANK** - Kaufman County reserves the right to make external investments according to the Laws of the State of Texas and the Investment Policy of Kaufman County.
- **INTEREST AND INTEREST RATE** - Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Kaufman County reserves the right to select the rate most favorable to the county any time during the term of the contract, subject to banking laws.
- **INTEREST - BEARING ACCOUNTS** - Kaufman County will have accounts established under these specifications for disbursing checks written on Kaufman County funds. Checks and transfer will be written from these accounts: Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts. For monthly activity estimates for each account, see Appendix I. These estimates may vary during the duration of the contract.

V. SERVICES PROVIDED:

- **REPORTS** – A detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value. To compensate for increases or decreases in county deposits and fluctuation of market value of pledged collateral, the minimum market values of collateral will be 110% of county deposits.

Monthly account analysis reports will be provided for the General Fund Account and the Tax Collector Account. The account analysis will contain, at a minimum the following:

- Daily average ledger balance
 - Average collected balance
 - Price levels for each activity
 - Earnings allowance
 - Daily average float
 - Reserve requirements
 - Monthly volumes by type
-
- **STATEMENTS** - Monthly account statements will be provided with all corresponding check copies, debit and credits memos, etc. This statement shall show the number of checks, deposit and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based; such statements shall be provided within seven working days after calendar month-end.
 - **CONTACT PERSON** - Bank will specify an Officer of the Bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Kaufman County accounts.
 - **STOP PAYMENTS** - The Bank will be required to process stop payments on verbal instructions from the County Treasurer or his assignee with follow-up written confirmation.
 - **STANDARD DISBURSEMENT SERVICES** - Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.
 - **STANDARD 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.
 - **SHORT - TERM FINANCING** - The County may require short-term financing during this contract.
 - **PAYROLL ACCOUNT** – Direct deposit capability for the employee payroll account.
 - **FUTURE SERVICES FOR TAX ASSESSOR/COLLECTOR ACCOUNT** – Direct deposit/ACH transfer services for the tax collections paid to the entities daily.
 - **OTHER SERVICES** - The Bank will acknowledge services provided and attendant fees for such.

**RFP 21-09: Kaufman County Depository Services Contract
 BID WORKSHEET | FORM**

Depository Bank

	Variable* Interest Margin	Fixed Interest Rate	Other Interest Rate
Interest Bearing Checking Accounts	_____	_____	_____

*Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction) + Margin (Based on basis points).
 Example: If 91 Day US T-Bill effective rate is 5.2% and basis points are 1.0, the variable rate is 6.2%.

**Certificates of Deposits - Variable Interest Rate
 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)**

	Less than \$100,000	More than \$100,000
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 – 1 year	+ _____ basis points	+ _____ basis points

Certificates of Deposits - Fixed Interest Rate

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 one year	_____ %	_____ %

Certificates of Deposits – Other

Comments: _____

Services Provided	Yes	No	Fee	Comment
1. Monthly Account Analysis			\$ _____	
2. Wire Transfer (Incoming)			\$ _____	
3. Wire Transfer (Outgoing)			\$ _____	
4. ACH Service Transfers			\$ _____	
5. In-House Account Transfers			\$ _____	
6. Account Maintenance on Checking Accounts			\$ _____	
7. Furnish deposit slips, deposit books, and checks				
8. Night depository services, including bags			\$ _____	
9. Stop payments issued			\$ _____	
10. Returned Items			\$ _____	
11. Short-term Financing			Fixed Rate: _____ % Variable Rate: _____ % Other: _____ %	

Are there any additional charges for the requested collection, disbursement, investment, or miscellaneous services not previously covered? If so, please describe and show the fee per unit.

Service	Fee / Unit

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

The undersigned affirms that they are fully authorized to execute this contract by providing the county with a resolution from the Board of Directors of the submitting bank authorizing or empowering the undersigned to execute this contract.

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)			
Phone (Office)			
Email			
Signature			

(ALL UNSIGNED BIDS WILL BE DISQUALIFIED.)

RFP 21-10: Kaufman County Depository Services Contract

Application for Depository Bank

The paid up capital stock of the Bank is \$_____, and the permanent surplus of the Bank is \$_____. A certified cashier's check for One half of 1% of FY 2019 revenues of Kaufman County (\$47,423,507.00) made payable to Kaufman County accompanies this bid and is tendered under the terms of the law (Local Government Code, Section 116.023) and these specifications.

_____ is hereby authorized to receipt for said check upon return.

(Bidding Bank)

By: _____

The following is to be signed when check is returned to bidding Bank:

Received certified cashiers' check for \$_____ for _____
(Bank)

Date: _____

By: _____

RFP 21-10: Kaufman County Depository Services Contract
APPENDIX I

ACCOUNT #1 – Accounts Payable Account of Kaufman County. All county funds used for everyday business of the County. Average of 400 deposits per month an average of 1000 checks written monthly.

ACCOUNT #2 – Kaufman County Payroll Account. Clearing Account. Average of 200 checks written per month also, having approximately 2 deposits per month. This account currently offers direct deposit of employee paychecks with approximately 550 employees participating on a bi-weekly payroll.

ACCOUNT #3 – Employees Savings Account. Average of 2 deposits per month. Approximately 450 checks written annually, January through November.

ACCOUNT #4 – Wire Transfer Account. An average of 2 transfers out per month and 2 transfer in per month.

ACCOUNT #5 – General Fund Money Market Investment Account. High interest yielding account. An average of 12 transfers in and transfers out per year.

ACCOUNT #6 – District Attorney Asset Forfeiture Account. Average of 6 deposit per month and an average of 15 checks written per month.

ACCOUNT #7 – Sheriff's Forfeiture Account. An average of 3 deposits per month and an average of 10 checks written per month.

ACCOUNT #8 – Jail Construction I & S Account. An average of 9 deposit per month with five disbursements annually.

ACCOUNT #9 – C & M Levee #1. Levee District Tax money. Average of 6 deposit per year and an average of 2 check written per year.

ACCOUNT #10 – M & O Levee #5. Levee District Tax money. Average of 2 deposit per year and an average of 2 checks written per year.

ACCOUNT #11 – M & O Levee #15. Levee District Tax money. This account has very little activity.

ACCOUNT #12 – C & M Bois D'Arc Island Levee. Levee District Tax money. This account has very little activity.

ACCOUNT #13 – Historical Commission General Account. An average of two deposits per month and an average of 5 checks written per month.

ACCOUNT #14 – 2015 Bond IS Account.

ACCOUNT #15 – Precinct 4 Constable Seizure Account. An average of one deposit a month and two checks per month.

ACCOUNT #16 – ACH Account. An average of 6 deposits per month, and an average of 4 wire transfers out per month.

ACCOUNT #17 – Sheriff's Federal Seized Funds. An average of one deposit and two checks per month.

ACCOUNT #18 – SIB I&S Account. Average 4 deposits.

ACCOUNT #19 – Construction Projects Account. Average of 2 transfers in per year and an average of 60 checks written per year.

ACCOUNT #20 – CDA Grant Monies.

ACCOUNT #21 – Levee District #6. This account has very little activity.

ACCOUNT #22 – Justice of the Peace #1. Average of 10 checks written per month and an average of 40 deposits per month.

ACCOUNT #23 – Justice of the Peace #2. Average of 10 checks written per month and an average of 40 deposits per month.

ACCOUNT #24 – Justice of the Peace #3. Average of 10 checks written per month and an average of 40 deposits per month.

ACCOUNT #25 – Justice of the Peace #4. Average of 10 checks written per month and an average of 40 deposits per month.

ACCOUNT #26 – District Attorney Trust Account. Average of 200 deposits per month and an average of 200 checks written per month.

ACCOUNT #27 – District Attorney Payroll Account. Average of one deposit per month and an average of 10 checks written per month.

ACCOUNT #28 – Law Enforcement Training Account. Average of one deposit per month and an average of 4 checks written per month

ACCOUNT #29 – District Attorney Seized Fund Account. Average of 5 deposits per month and an average of 10 checks written per month.

ACCOUNT #30 – Tax Assessor/Collector Tax Account. Average of 231 deposits per month and an average of 787 checks written per month during peak tax season. During off season, an average of 124 deposits per month and an average of 680 checks written per month.

ACCOUNT #31 – Tax Assessor/Collector Auto Account. Average of 150 deposits per month and an average of 55 checks written per month. In addition, there are approximately 24 wire transfers monthly to the State Comptroller's office.

ACCOUNT #32 – Tax Assessor/Collector Escrow Account. Average of 3 deposits per month and an average of 3 checks written per month.

ACCOUNT #33 – Tax Assessor/Collector Vehicle Inventory Tax Account. Average of one deposit per month and an average of one check annually.

ACCOUNT #34 – Tax Assessor/Collector Comptroller Account. Average of 40 deposits per month and an average of one check written per month. In addition, there are 5 wire transfers per month to the State Comptroller's office.

ACCOUNT #35 – District Clerk Trust Fund Account. Set up by law for holding money in trust on court cases. Deposits and withdrawals are governed by the courts. Average monthly balance \$450,000.00

ACCOUNT #36 – District Clerk General Operating Account. Average of 35 deposits per month and an average of 30 checks written per month. This is a holding account and balance is transferred each month through check payable to the Kaufman County Treasurer.

ACCOUNT #37 – Child Support Payment Clearing Account. Used to receive child support payments that are paid in cash. Average of 5 deposits per month and an average of 4 checks written per month.

ACCOUNT #38 – County Clerk Registry Account. An account set up by law for holding money in trust on court cases. Deposits and withdrawals are governed by the courts. Average monthly balance of \$190,000.00. Average of 15 deposits per month and an average of 4 checks written per month.

ACCOUNT #39 – Kaufman County Sheriff Fee Account. Average of 16 deposits and an average of 45 checks written per month.

ACCOUNT #40 – Kaufman County Inmate Account. Average of 30 deposits per month and an average of 100 checks written. per month.

ACCOUNT #41 – Kaufman County Jail Commissary Account. Average of 9 deposits per month and an average of 13 checks written per month.

ACCOUNT #42 – Bond Forfeiture Account- District Attorney. Average of 15 deposits and 15 checks per month.

ACCOUNT #43 – Bond Forfeiture DA Fees – District Attorney. Average of 15 deposits and 15 checks per month.

ACCOUNT #44 – District Attorney Hot Check Account. Average of 8 deposits and 100 checks per month.

ACCOUNT #45 – District Attorney Check Account. Average of 10 deposits and 20 checks per month.

ACCOUNT #46 – District Attorney Grant Monies. Average of 2 deposits and 2 checks per month.

ACCOUNT #47 – Bail Bond Board

ACCOUNT #48 – 2019 Road Bond I&S

ACCOUNT #49 – 2019 Facilities Bond I&S

ACCOUNT #50 – 2019 Road Bond Construction

ACCOUNT #51 – 2019 Facilities Bond Construction

ACCOUNT #52 – Assistance District 1

ACCOUNT #53 – Assistance District 2

ACCOUNT #54 – HAVA Security Grant

ACCOUNT #55 – Historical Society Fund Raising

ACCOUNT #56 – Assistance District 3

ACCOUNT #57 – DA Diversion Fund

ACCOUNT #58 – Diversion Court Fees

ACCOUNT #59 – Tx Community Dev Block Grant

ACCOUNT #60 – Jury Check Fund

ACCOUNT #61 – Law Enforcement Appreciation

ACCOUNT #62 – 2014 Road Bond

ACCOUNT #63 – Road Bond IS

OTHER ACCOUNTS will be opened by the County when it is necessary.



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 21-09: Kaufman County Depository Services Contract

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY: By submitting a response to this solicitation, the Respondent 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 solicitation submission and time of award, the Respondent will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATION: Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is defined by Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with any foreign terrorist organization. The term “foreign terrorist organization” means an organization designed as a foreign terrorist organization by the United State Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES: The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the government entity. By submitting a response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Kaufman 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.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This original, along with original signature MUST be returned with solicitation response

RFP 21-09: Kaufman County Depository Services Contract

RESPONDENT SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this solicitation becomes the property of Kaufman County after the official opening.

The undersigned affirms the Respondent 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 response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, to furnish all items/ services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this response will be ninety (90) calendar days.

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

Respondent hereby assigns to purchase 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 United State, Tex. Bus. & Com. Code, Section 15.01, et seq.

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

Signature: _____

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)		COMPANY IS: Included in a Corporate Income Tax Return? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email			Corporation organized and existing under the laws of the State of:
Phone (Office)			Partnership consisting of:
Phone (Cell)			Individual trading as:
			Principal offices are in the City of:

This original, along with original signature MUST be returned with solicitation response

RFP 21-09: Kaufman County Depository Services Contract

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid / proposal for this solicitation, the Kaufman County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids / proposal in order to better serve the taxpayers of Kaufman County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications
- Items or materials requested not manufactured by us or not available to our company
- Insurance requirements too restricting
- Bond requirements too restricted
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization
- Quantities too small
- Insufficient time allowed for preparation of bid / proposal
- Other – please specify:

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

**Kaufman County Purchasing Department
 100 N. Washington Street | Kaufman, Texas 75142
 Email: purchasing@kaufmancounty.net**

EXHIBIT A: Standard Insurance & Bonding Requirements

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

1. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted doing business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
- e) All insurance policies shall be furnished to Kaufman County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Kaufman County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

1. General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

2. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:
 - a) Employer's Liability limits of \$500,000 for each accident is required.

- b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Bid specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/ person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 of the Texas Labor Code) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted doing business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

3. **Bonding Requirements.** If applicable, a Bid Bond shall be required. Pursuant to the provision of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000, Kaufman County may require the

vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.