



Bastrop Central Appraisal District

REQUEST FOR PROPOSALS

Project Title: Depository of Public Funds

Proposal Closing Date: October 01, 2024

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Bastrop Central Appraisal District

Request for Proposals

1. Introduction

- A. Project Overview:** Bastrop CAD is requesting Proposals to award a contract for a depository of Public Funds. The services required by Bastrop CAD are contained in Appendix A – Scope of Services.
- B. RFP Questions:**
- i. **RFP Clarifications:** All questions related to requirements, processes, or scope of work for this RFP should be submitted in writing to the Chief Appraiser and the Director of Finance & HR identified in section 2 below. The Board of Directors, as the final judge of the meaning of any word(s), sentences, paragraphs, or other parts of the solicitation documents, ensures a transparent and fair process. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be provided in writing, further ensuring transparency.
 - ii. **Replies:** Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and uploaded to the Bastrop CAD website (www.bastropcad.org). All such addenda issued by Bastrop CAD prior to the submittal deadline shall be considered part of the RFP. Any reply to an inquiry shall not bind the District unless such reply is made by such formal written addendum.
 - iii. **Acknowledgment of Addenda:** The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing the appropriate area of the Proposal.
- C. Notification of Errors or Omissions:** It is the proposers' responsibility to promptly notify the District of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. This is to ensure that the District is not held responsible or liable for any errors and/or misrepresentation that result from the solicitations that are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ) and Statutory Provisions:** Texas Local Government Code, Chapter 176 requires a person or business and their agents who seek to contract or enter into an agreement with the District to file a conflict of interest questionnaire (FORM CIQ), which is found in Appendix C. In addition, Bastrop CAD may not enter into a contract with a Proposer if the Board of Directors has a substantial interest in the entity. Texas Tax Code § 6.036(b).
- E. Certificate of Interested Parties (1295 Form):** A person or business, and their agents, who seek to contract or enter into an agreement with the District, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (<https://www.ethics.state.tx.us>) A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form:** A person or business and their agents who seek to contract or enter into an agreement with the District are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the District.

This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel.” This form is found in Appendix E.

- G. Texas Senate Bill 13 (Sb 13):** Energy Company Boycotts: If the contractor is required to make a verification pursuant to section 2274.002 of the Texas Government Code, the contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If the contractor does not make that verification, the contractor must indicate in its response and state why the certification is not required.
- H. Texas Senate Bill 19 (Sb 19):** Firearm Entities And Trade Associations Discrimination: If the contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the contractor verifies that it:
- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and,
 - (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the contractor does not make that verification, the contractor must so indicate in its response and state why the verification is not required.
- I. 2 CFR 200:** In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop CAD follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

2. Definitions

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

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

Bastrop CAD or the District: Bastrop Central Appraisal District

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

Chief Appraiser
Faun Cullens
Phone: (512) 303-1930 ext 126
Email: faun@bastropcad.org

Director of Finance & HR
Lynn Howell
Phone: (512) 303-1930 ext 128
Email: lynnh@bastropcad.org

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

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

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

Taxing Jurisdictions: Bastrop County, Bastrop ISD, Elgin ISD, Lexington ISD, McDade ISD, Smithville, ISD, City of Bastrop, City of Elgin and City of Smithville.

3. General Information

- A. **Tax Exempt Status:** Bastrop CAD purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. Bastrop CAD will furnish an Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The District strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract is awarded. If the Proposer has notified the District in writing that the Proposal contains trade secrets or confidential information, the District will generally take reasonable steps to prevent disclosure of such information in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the District be liable for disclosure of such information by the District in response to a request, regardless of the District's failure to take any such reasonable steps, even if the District is negligent in failing to do so.
- C. **Legal Relations and Responsibilities:** Proposer shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The District shall have full and complete access to all records, documents, and information collected and/or maintained by Proposer in the course of the administration and performance of the Contract. This information shall be made accessible at the Proposer's local place of business in the District's jurisdiction for purposes of inspection, reproduction, and audit without restriction.
- D. **Application:** These standard terms and conditions shall apply to all Bastrop Central Appraisal District (hereafter "the District" or "Bastrop CAD") solicitations and procurements unless specifically accepted in the solicitation specifications.
- E. **Requirements:** By submitting a Proposal, the Proposer agrees to provide the District with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed-upon Proposal price, and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Proposal opening.
- F. **Legal Compliance:** Proposer must comply with all Federal, State, and Local laws, statutes, ordinances, regulations, and standards in effect at the time of delivery of goods and services and must maintain all required licenses and certificates required under the same laws, statutes, ordinances, regulations, and standards for services and/or goods provided in response to this solicitation. The proposer certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Right to Refuse Proposal:** The District reserves the right to refuse any and/or all parts of any and/or all Proposals and to waive formalities in the best interest of the District. Bastrop CAD does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. **Independent Contractor:** Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with the District. Proposer agrees that if Proposer is selected and awarded a contract, the District shall not be responsible for the

Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the District furnish any medical or retirement benefits or any paid vacation or sick leave.

- I. **Assignments:** The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Bastrop CAD Board of Directors. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- J. **Liens:** Proposer shall indemnify and save harmless the District against any and all liens and encumbrances for all labor, goods, and services which may be provided to the District by Proposer or Proposer's vendor(s), and if the District requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the District.
- K. **Gratuities/Bribes:** Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any District officer, employee or elected representative, with respect to this RFP or any contract with the District, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- L. **Financial Participation:** Proposer certifies that it has not received compensation from the District to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- M. **Responsiveness of Proposals:** The District desires to receive competitive Proposals but will declare any Proposals "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- N. **Discrepancies and Errors:** If rates and values differ, the Proposal rates and values will prevail. The rates and values of an opened proposal may not be changed to correct an error in the Proposal price.
- O. **Identical Proposals:** In the event two or more identical Proposals are received and are lowest, responsible, and responsive, an award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- P. **Withdrawal of Proposals:** Proposers may withdraw any submitted Proposals prior to the Proposal submission deadline. Proposers may not withdraw once the Proposals have been publicly opened without the approval of the Bastrop CAD Board of Directors. Proposers will be allowed to withdraw Proposals that contain substantial mathematical errors in extension. However, once a Proposal has been withdrawn, it can no longer be considered.
- Q. **Disqualification of Proposer:** The District may disqualify Proposers, and their Proposals not be considered, for any of the following reasons: Collusion among Proposers; Proposer's default on an existing or previous contract with the District, including failure to deliver goods and/or services of the quality and price Proposal; Proposer's lack of financial stability; any factor concerning the Proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Proposer involved in a current or pending lawsuit with the District; Proposer's attempt to influence the outcome of the solicitation through unauthorized contact with District officials outside of those listed in the solicitation documents; and Proposer's attempt to offer gifts, gratuities, or bribes to any District employee or elected official in connection with a solicitation.

- R. **Waiver of Formalities:** The District reserves the right to reschedule, extend, or cancel this RFP at any time. The District reserves the right to reject any or all responses and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for Proposals if it elects to do so, to the extent permitted by law, although the District will have no obligation for such consideration. The District reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.
- S. **Outstanding Liabilities:** Proposers shall not have outstanding, unpaid liabilities owed to the Taxing Jurisdictions, which may include, but are not limited to, property taxes. Proposals submitted by a proposer with such outstanding liabilities will be considered non-responsive and not given further consideration.
- T. **Offset:** The District may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the District from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- U. **Solicitation Results:** The District normally posts solicitation results online after the Bastrop Central Appraisal District Board of Directors receives and approves proposals. The District's website is www.bastropcad.org. Results are on the RFP page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- V. **Control of The Work:** Proposer shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Proposal. Proposers must obtain written approval from the District before deviating from the scope of work provided in this request for Proposals. Failure to promptly notify the District of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- W. **Cost of Proposal:** The cost of submitting Proposals shall be borne by the Proposer, and the District will not be liable for any costs incurred by a Proposer responding to this solicitation.

4. RFP Withdrawals and/or Amendments

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

5. Proposal Submittal Requirements

- A. **Submittal Packet – Required Content:** Proposer shall submit one (1) signed original Proposal and nine (9) copies. The proposer shall also submit an electronic copy on a USB Flash drive. This submittal packet shall be submitted in a sealed envelope with a completed, signed, and executed Appendix A and B.

- B. **Submittal Deadline:** The deadline for the submittal of Proposals is 4:30PM (CST) on October 01, 2024. It is the Proposer's responsibility to have the Proposal correctly marked and hard copies delivered to the Bastrop Central Appraisal District's Office. No extensions will be granted, and no late Proposals will be accepted.
- C. **Proposals Received Late:** Proposers are encouraged to submit their Proposals as soon as possible.
The time and date of receipt, as recorded in the District's Office, shall be the official time of receipt. The District is not responsible for late mail delivery or other carrier's delivery. Late Proposals will not be considered under any circumstances.
- D. **Alterations or Withdrawals of Proposal:** Any submitted Proposal may be withdrawn or a revised Proposal substituted if written notice is submitted to the District's Office prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline must be signed or initialed by the Proposer or the Proposer's authorized agent, guaranteeing authenticity. Proposals cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- E. **Proposal Format:** All Proposals must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed or legibly written in ink. All Proposals shall be mailed or hand-delivered to the District. Any other format (via telephone, fax, email, etc.) shall be rejected by the District.
- F. **Validity Period:** Once the submittal deadline has passed, any Proposal shall constitute an irrevocable Proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal on the terms set forth in the Proposal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the District.

6. Proposal Evaluation and Contract Award

- A. **Proposal Evaluation and Contract Award Process:** In accordance with Texas Tax Code §6.09(b), the District's Board of Directors will choose as the depository the financial institution or institutions that offer the most favorable terms and conditions for handling the District's funds. An award of a contract to provide the goods or services specified herein will be made using competitive sealed Proposals and with the District's purchasing policy. Bastrop CAD will score all eligible respondents based on their responses to the requirements of Appendix A – Section 3 (Proposal Evaluation Factors). The contract will be given to the best value/most responsive proposer that complies with all requests for proposal items and requirements set forth by Bastrop CAD in this RFP, including good faith guarantee and insurance requirements. The selected proposer must NOT be debarred from any federal and/or state agency, and Bastrop CAD will conduct a review of the proposer's status on SAM.Gov. The Bastrop CAD Board of Directors will make the final selection and award. **The District has the right to reject any and/or all Responses.**
- B. **Completeness:** If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the District alone will determine whether the variance is so significant as to render the Proposal non-responsive or whether the variance may be cured by the Proposer or waived by the District, such that the Proposal may be considered for award.

- C. **Ambiguity:** Any ambiguity in the Proposal because of omission, error, lack of clarity, or non-compliance by the Proposer with specifications, instructions, and all conditions shall be construed in favor of the District. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. **Controlling Document:** In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. **Unit-based price Prices and Extensions:** If unit-based prices and their extensions do not coincide, the District may accept the price most beneficial to the District, and the Proposer will be bound thereby.
- F. **Firm Prices:** Unless otherwise stated in the specifications, Proposer's prices remain firm for 90 days from the date of the Proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If the formal award has not occurred within 90 days of the Proposal opening, the **Contractor** and the District may mutually agree to extend the firm price period.
- G. **Additional Information:** The District may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- H. **Partial Contract Award:** The District reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of the District.
- I. **Debarment:** The selected Proposer must **NOT** be debarred from any federal and/or state agency. Bastrop CAD will review the Proposer's status on SAM.Gov. The Bastrop CAD Board of Directors will make the final selection and award. The District has the right to reject any and/or all Responses.
- J. **Qualification As Depository:** Within 15 days after a bank is selected as a District depository, the bank must qualify as the depository by providing security for the funds to be deposited by the District with the bank. The depository may secure these funds, at the option of the Board of Directors, by personal bond, surety bond, bonds, notes, and other securities, first mortgages on real property, real property, certificates of deposit, or a combination of these methods. Personal or surety bonds that secure District deposits must be equal to the estimated highest daily balance of the District, as determined by the Board of Directors. However, the Board of Directors may not estimate the highest daily balance at an amount that is less than 75 percent of the highest daily balance of the District for the preceding year, less the amount of bond funds received and expended. A depository is not required to provide security for the deposit of public funds to the extent the deposits are insured under 12 U.S.C.A. Sections 1811-1832. The Board of Directors may, by written order, require a depository to execute a new bond whenever the Board of Directors considers it advisable or considers it necessary for the protection of the District. Except for an additional bond required under Local Government Code Chapter 116, Subsection 116.087, if a depository fails for any reason to file the required new bond within 5 days after the date the depository is served with the order, the Board of Directors may select a new depository.

Appendix A – Scope of Services

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

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to the Chief Appraiser, Faun Cullens, through e-mail at faun@bastropcad.org and Director of Finance & HR, Lynn Howell, through e-mail at lynnh@bastropcad.org

3. **Proposal Evaluation Factors:**

- Bank's past and prospective financial condition
- Bank's ability to pledge adequate securities against the District's deposits.
- Net rate of return on the District's funds.
- Ability and experience to perform ALL the requested services.
- Cost of banking and related services.
- Agreement to adhere to the requirements/terms and conditions stated in this RFP.
- Technological capabilities including cash management products are available that will enhance the District's banking procedures.
- Clarity, accuracy, and completeness of the submitted proposal.
- Transition costs.

4. **Key Events Schedule:**

Proposal Release Date	08/01/2024
Deadline for Submittal of Written Questions Sealed	4:30 PM, 09/16/2024
Proposals Due to and Opened by the District	4:30 PM, 10/01/2024
Anticipated Award Date	10/24/2024

5. **Project Overview:**

Bastrop CAD intends to execute a contract with a bank wanting to be designated as the District's depository bank. By returning the Proposal Worksheet, the Bank acknowledges that it understands the Local Government Code, §116.000 through §116.155, pertains to the managing and safekeeping of public funds and will comply with these statutes. Also, the Bank acknowledges that it understands the designation of District Depository, Property Tax Code, section §6.09 and will comply with the statute. The Bank must be a banking corporation incorporated under the laws of this state or the United States or a savings and loan association in this state whose deposits are insured by the Federal Savings and Loan Insurance Corporation. The depository thus selected will be the depository for the public funds of the District.

Within 15 days after a bank is selected as the District Depository, the bank must qualify by providing security for the funds to be deposited by the District pursuant to Property Tax Code §6.09(d). Pledged collateral must always be sufficient during the contract period to cover total District deposits (including demand and time). The District will require a monthly report showing all pledged securities and their current market value. The depository bank is responsible for notifying the District of any deficiency in pledged collateral on a daily basis. The District reserves the right to alter from time to time the required amount of securities to be sufficiently adequate to protect such funds and to approve or reject the securities so pledged. Proposer shall have the right and privilege of substituting securities upon giving the District twenty-one (21) days prior notice and obtaining the approval of the Board of Directors, provided the total amount of securities deposited is adequate as provided herein. When the District funds shall be reduced below the amount of securities pledged, the Board of Directors shall permit the release of such excess.

The contract for the Depository of Public Funds will be awarded on a two-year contract (January 1, 2025 – December 31, 2026) and will be subject to one—two (2) year renewal (January 1, 2027 – December 31, 2028) pending mutually agreeable negotiated terms between the District and the selected Depository.

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

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

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

Minimum guaranteed interest rate _____.

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

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

Minimum guaranteed interest rate _____.

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

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

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

FIXED-RATE

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

10-59 days @ _____basis points over/under _____%

60-89 days @ _____basis points over/under _____%

180-359 days _____basis points over/under _____%

MINIMUM GUARANTEED INTEREST RATE _____%

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

FIXED-RATE

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

10-59 days @ _____basis points over/under _____%

60-89 days @ _____basis points over/under _____%

180-359 days _____basis points over/under _____%

MINIMUM GUARANTEED INTEREST RATE _____%

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

FIXED-RATE

180-359 days _____ basis points over/under _____ %

MINIMUM GUARANTEED INTEREST RATE _____ %

NOTE: The maximum maturity date of any deposit or other interest-bearing instrument under the terms of this contract shall be January 15, 2027.

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

- The bank proposes, upon application of the Board of Directors, to make loans to the District for payment of current year budgeted expenses at _% interest, such loans to be paid in the fiscal year made.
- Prepare monthly statements showing debits, credits, and numbers of checks, drafts, and items posted daily, balances, average daily balance for the month, and any items on which charges are based. Statements are to be provided within three working days after the end of each month. \$ _____
- Furnish quantity, quality, and type of checks necessary for the District's use during the contract period.

\$ _____

- *Service charges on the following account types:*

Interest-bearing accounts (unlimited checks) \$ _____

Minimum balance required \$ _____

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

Minimum balance required \$ _____

Savings Accounts \$ _____

- Furnish deposit books or deposit slips \$ _____

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

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

• Provide stop-payment service on checks	\$ _____
• Provide wire transfer of funds (in & out)	\$ _____
• Process checks returned to the District for any reason	\$ _____
• Charge for overdrafts (Overdrafts, as used in this paragraph, shall mean that the District does not have a compensating balance on other funds or accounts in Proposer's bank equaling or exceeding overdraft in a District fund or account.)	\$ _____
• Furnish Cashier's checks as needed	\$ _____
• Furnish monthly report of all Certificates of Deposit purchased by the District	\$ _____
• Put checks in numerical sequence for the monthly statements	\$ _____
• Positive Pay	\$ _____
• Images of Checks	\$ _____
• Online Banking	\$ _____
• Unlimited check-writing	\$ _____
• Credit Card Services	\$ _____
• List any other services your entity offers for consideration:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

This proposal and any subsequent contract are submitted to all banking regulations, including early withdrawal penalties.

This proposal was requested by Bastrop CAD and is made by Proposer with the agreement and understanding that Bastrop CAD reserves the right to reject any and all proposals and to accept the proposal that is most advantageous to Bastrop CAD. Further, it is understood in these bid specifications that if any portion of provision or provision of this bid and/or any contract between Proposer and Bastrop CAD enters into by virtue of thereof is invalid, the remainder of this bid and/or resulting contract at the option of the District shall remain in full force and effect and not be affected by said invalid portion or provision. Further, this proposal and its subsequent contract are subject to re-negotiation by both the Proposer and the District if any part of the proposal or contract is found to be in violation of any banking laws or laws governing Bastrop CAD.

This application must be accompanied by a statement showing the financial condition of the bank on the date of the application as required by Section 116.023," Application," Local Government Code, Vernon's Texas Codes Annotated.

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**PROPOSAL AFFIDAVIT
DEPOSITORY OF PUBLIC FUNDS**

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

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

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

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

Authorized Proposer Signature:

Date:

Appendix B – Proposal Verification

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

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

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

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

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

_____ Proof of Depository Insurance.

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

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

RFP Number:	RFP		
Project Title:	Depository of Public Funds		
Submittal Deadline:	4:30 P.M. (CST), October 01, 2024		
Submit hard-copies to:	<u>MAIL:</u> Bastrop Central Appraisal District Attn: Faun Cullens PO Drawer 578 Bastrop, TX 78602-0578		<u>HAND DELIVER:</u> Bastrop Central Appraisal District Attn: Faun Cullens 212 Jackson Street Bastrop, TX 78602
Proposer Information:			
Proposer's Legal Name:			
Address:			
County, State & Zip			
Federal Employers Identification Number #			
Proposer's Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			
Proposer Authorization			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____ (day) of _____ (month), _____ (year)			

Appendix B – Proposal (continued)

I. **CONTRACT AWARD INFORMATION:**

A. **Term of Contract**

Any contract resulting from this RFP shall be effective for two (2) years from **January 01, 2025**, through **December 31, 2026**. At the end of the two-year term, Bastrop CAD shall determine if a two (2) year renewal is in the best interest of the District and, if so, will negotiate with the selected depository for mutually agreeable terms and fees. The contract will allow one (1) two (2) year renewal.

B. **Federal, State and/or Local Identification Information**

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

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

1. **Standard Terms and Conditions**

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

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

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

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

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

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

- G. Affirmative Action/EOE: Bastrop CAD is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended.

- H. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop CAD, payment terms for the District are Net 30 days upon receipt of invoice after receipt of goods or services.

- I. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of the District and in accordance with the specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

- J. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to budget funds approval.

- K. Taxes: The District is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Proposer's invoice, they will not be paid.

- L. Insurance: Contractor shall procure and maintain, with respect to the subject matter of this Proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Proposal. Certification of such coverage must be provided to the District upon request.
- M. Indemnification: Proposer agrees to defend, indemnify and hold harmless the Bastrop Central Appraisal District, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the District its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Proposer and District, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the District under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

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

Authorized Signatory for Contractor:

Name of Company:

Date:

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Changed or Amended Contracts:

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

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

Filing Process:

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

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

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

Acknowledgement by State Agency or Governmental Entity:

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

Changes to Form 1295

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

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

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

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

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

The newly exempt contract types are marked with an asterisk.

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

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

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

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

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CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Must file online at www.ethics.state.tx.us/File			

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 VERIFICATION

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

NOTARY SEAL

NOTARY SIGNATURE