



**25-85**

## **BANK DEPOSITORY SERVICES**

Issue Date: 6/27/2025

Questions Deadline: 7/23/2025 05:00 PM (CT)

Response Deadline: 7/30/2025 04:00 PM (CT)

### **Contact Information**

Contact: ClauDina E. Longoria, Senior Buyer

Address: ECISD Purchasing Department

411 N. 8th Avenue

Edinburg, TX 78539

Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

## Event Information

Number: 25-85  
Title: BANK DEPOSITORY SERVICES  
Type: Request for Proposal  
Issue Date: 6/27/2025  
Question Deadline: 7/23/2025 05:00 PM (CT)  
Response Deadline: 7/30/2025 04:00 PM (CT)  
Notes:

### GENERAL TERMS & CONDITIONS

**QUESTIONS ANSWERED:** The District will be out from June 30, 2025 - July 18, 2025 and returning on July 21, 2026. Questions will be answered upon return.

### GENERAL INFORMATION:

- **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to provide marquees.
- **CONTRACT SERVICE PERIOD:** This is a term contract beginning September 1, 2025 or soon thereafter and ending August 30, 2027.
- **RENEWAL CLAUSE:** This contract may be renewed for an additional three (3), two (2) year TERM CONTRACT PERIODS, renewed every two (2) years, if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.
- **SB9 COMPLIANCE:** All vendors who are awarded will be required to get fingerprinted according to the SB9 Compliance law that passed. If your company has already been fingerprinted for another school district, please submit proof along with proposal and the Purchasing Department will get you the other required paperwork as soon as an award has been made. If you have not been fingerprinted, upon award, please visit the Purchasing Department and you will be given the necessary documents in order for you to be in compliance. Vendors who refuse to get fingerprinted will not be allowed to step onto school district property.
- **SELECTION OF VENDOR & FEES:** The Edinburg CISD expects to select a vendor on the basis of evaluation criteria listed below. The District reserves the right to accept any alternate bids that meet the District's needs. Vendor must submit in detail qualifications for these types of services.
- **EVALUATION CRITERIA:** According to TEC 45.206(d), the District must state the selection criteria and select the proposal based on the ranking in relation to the stated selection criteria.
  - 25% - Cost of Services (charges for keeping District accounts, records, reports and furnishing checks)
  - 20% - Automated and additional services offered (purchasing card,

- payroll card, lease rate, other)
- 20% - Ability of the proposer to provide the necessary services and perform the duties as Depository. Experience in providing Depository services to similar accounts (strength of project team)
- 10% - Collateralization policy and type of third-party institution holding collateral
- 5% - Fraud prevention/notification policy
- 20% - Interest rates offered on time deposits

The District reserves the right to reject any and/or all proposals and to accept the proposal the District considers most advantageous. If any portion or provision of this proposal and/or contract between Depository and District entered into is invalid, the remainder at the option of the District shall remain in full force and effect and not be affected. Acceptance of a proposal will be based on the total package of services offered by the banking institution.

## **INTRODUCTION**

Pursuant to existing provisions of Chapter 45, Subchapter G, School District Depositories, Texas Education Code, it is the intention of the Board of Trustees of the District to select a Depository through soliciting proposals for a Depository Services contract for a term of two years beginning September 1, 2025 and ending August 31, 2027 or until such time as a successor Depository is selected and qualified agrees to a depository agreement based on either fees or compensating balances.

The District and the Depository may agree to extend this contract for three additional two-year terms in accordance with Section 45.205 of the Education Code. This Section required that the contract and any extension of this contract coincide with the District's fiscal year. In the event the District changes its fiscal year, the term of the contract may be shortened or extended no more than one year by mutual agreement to coincide, provided that this contract is to remain in effect until its successor is selected and been qualified. If the parties cannot agree, the District may at its option change the term of this contract.

The resulting contract and any extension(s) shall become binding upon the District and the Depository only upon acceptance by the Texas Education Agency.

The legal provisions providing for the naming of the Depository of the District are set forth in Subchapter G, School District Depositories, Section 45.201 through 45.209, of the Texas Education Code. Investments by the District will be governed by the Government Code, Chapter 2256, Public Funds Investment, Securities pledged as collateral to secure District deposits will be governed by the Government Code, Chapter 2257, Collateral for Public Funds.

## **DEPOSITORY QUESTIONS**

There will not be a pre-proposal conference. Questions regarding this proposal request, or the services requested, will be submitted either through EUNA Procurement, powered by IONWAVE or emailed to each of the following: Adel Felix,

## **MANUAL PROPOSAL SUBMISSION**

To be eligible for consideration under this request, ONE (1) complete paper copy and ONE (1) USB of the proposal shall be submitted by 4:00 p.m. CST on July 30, 2025 to the address below. Proposals received after that time by the District will not be accepted. Late submissions to the District address will be returned unopened. If submitting electronically through EUNA, no manual submission is required.

The proposal must be submitted in a sealed envelope or packet marked "25-85, Bank Depository Services". An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 180 days from the submission date and give full contact information regarding the proposal.

The proposals must be delivered by mail, express mail, or in person to:

Office of the Director of Purchasing  
ATTN: Amaro Tijerina  
411 N. 8th Avenue  
Edinburg, TX 78541  
956-289-2311  
a.tijerina@ecisd.us

All questions should be answered and provided to the District as the Depository's proposal.

The Depository is to attach a Cashier's Check in the sum of \$5,000.00 payable to the District. If any portion of this contract is awarded to the Depository the check will be returned to the Depository. If the Depository fails to execute the contract in a reasonable time, the check shall be cashed by District as liquidated damages. If the proposal is not accepted, the check will be returned to the Depository immediately after contract award.

This proposal is being provided electronically by the District also. The fee schedule, Attachment A, is in Excel format. The submitted proposal must be made in paper form and a copy in its electronic form.

## **LEGISLATIVE CHANGE**

Changes in the law that may be enacted by the State Legislature, in session, could alter the scope of requirements as stated in this document. The proposal should conform to all statutes in effect at the time of proposal opening.

## **ADDITIONAL INFORMATION**

The District will make every effort to adhere to the following tentative schedule.

6/28/25 Release of Request for Proposals

7/23/25 Deadline to any questions concerning the RFP or Services requested.

7/24/25 Responses given to any questions provided to all known interested depositories

7/30/25 Deadline for proposal submission

8/26/25 District Board award of Contract

9/1/25 Contract commencement

## **OTHER**

- The successful proposer will notify the District in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the depository agreement.
- The bank's records relating to the District's accounts shall be open to review by either the District, its independent auditors and the Texas Education Agency.
- A Texas Education Agency depository contract will be forwarded to the successful proposer.
- The District reserves the right to pay for Depository services by targeted balances of by fees.
- The District reserves the right to exclude direct payroll deposit services from the depository contract if the Depository does not offer direct payroll deposit services.

## **DISTRICT RIGHTS**

The District reserves the right to:

- wave any defect, irregularity or informality in the proposal or proposal procedures;
- reject any and all proposals;
- accept any proposal or portion thereof most advantageous to District;
- Request additional information or require a meeting with Depository representatives for clarification;
- cancel, revise, and/or reissue this request for proposal for any portions

thereof;

- negotiate any conditions
- Retain all other provisions even if any provision of the proposal is deemed invalid;
- modify deadlines; and
- select any proposal deemed to be in the best interest as determined by the District.

**EEOC NON-DISCRIMINATION STATEMENT:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

**PAYMENT INFORMATION:** Payments will be made on the District's regular payment schedule.

**DELIVERY INFORMATION:** The successful bidders will be given a reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.

**ADDENDUMS:** Vendor's submitting through the online bidding system will be notified through email automatically of any and all addendums for this proposal. It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information if submitting proposals manually. ECISD website is [www.ecisd.us](http://www.ecisd.us). Click on Departments, then Purchasing. Once at the Purchasing site, click on Vendor CSP/RFP/RFQ Calendar in the blue box located on right side. The current month calendar will be the first calendar you see. To access the proposals available, click on any of the titles and you get another screen that will have the downloadable PDF. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.

ECISD highly recommends responses be submitted electronically though this electronic bidding system as it helps expedite the bidding process and helps to alleviate errors. Manual responses will still be accepted as long as they are received by the close date and time listed on this bid event. **NO EMAILED OR FAXED RESPONSES WILL BE ACCEPTED FOR MANUAL SUBMITTALS.**

**BOARD MEMBERS:**

David Torres - President, Carmen Gonzalez - Vice-President, Letty Flores - Secretary, Luis Alamia - Member, Xavier Salinas - Member, Leticia "Letty" Garcia - Member, Dominga "Minga" Vela - Member, Dr. Mario H. Salinas- Superintendent of Schools

## Bid Attachments

<b>1295 AND INSTRUCTIONS.pdf</b> Form 1295	<a href="#">View Online</a>
<b>CIQ Form.pdf</b> Conflict of Interest (CIQ)	<a href="#">View Online</a>
<b>W9 &amp; Direct Deposit Form.pdf</b> W9 & Direct Deposit Form	<a href="#">View Online</a>
<b>Attachment A.xlsx</b> Attachment A	<a href="#">View Online</a>
<b>Attachment A - Historical Information.xlsx</b> Attachment A - Historical Information	<a href="#">View Online</a>
<b>ATTACHMENT B.pdf</b> Attachment B - Account Structure	<a href="#">View Online</a>
<b>Attachment C - Individual Summary Analysis.pdf</b> Attachment C - Individual Summary Analysis	<a href="#">View Online</a>

## Requested Attachments

<b>Conflict of Interest (CIQ)</b> <i>(Attachment required)</i>  If this does not apply, put N/A and SIGN/DATE. Form must be signed and dated to be considered valid.
<b>Certification of Interested Parties (1295)</b>  A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at <a href="http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> . Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Upload form along with the solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified. This form does not need to be notarized, however, the bottom portion MUST be filled out and signed/dated.
<b>Substitute W-9 &amp; Direct Deposit Authorization Form</b>

## Bid Attributes

<b>1</b>	<b>STANDARD TERMS AND CONDITONS</b> <b>PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.</b>  The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.
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**2 Seller of Package Goods:**

Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

1. Seller's name and address;
2. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
3. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
4. Seller shall bear cost of packaging unless otherwise provided.
5. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
6. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

☐ I have read and agree.

*(Required: Check if applicable)*

**3 Shipment under Reservation Prohibited:**

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

☐ I have read and agree.

*(Required: Check if applicable)*

**4 Title and Risk of Loss:**

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

☐ I have read and agree.

*(Required: Check if applicable)*

**5 Delivery Terms and Transportation Charges:**

F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal.

☐ I have read and agree.

*(Required: Check if applicable)*

**6 No Placement of Defective Tender:**

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

☐ I have read and agree.

*(Required: Check if applicable)*

**7 Place of Delivery:**

The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."

☐ I have read and agree.

*(Required: Check if applicable)*



**8 Invoices:**

Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District**

**Attn.: Accounts Payable Department**

**Drawer 990**

**Edinburg, Texas 78540-0990**

☐ I have read and agree.

*(Required: Check if applicable)*

**9 Payments:**

The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.

☐ I have read and agree.

*(Required: Check if applicable)*

**10 Taxes:**

Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.

☐ I have read and agree.

*(Required: Check if applicable)*

**11 Gratuities:**

The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

☐ I have read and agree.

*(Required: Check if applicable)*

**12 Special Tools and Test Equipment:**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

☐ I have read and agree.

*(Required: Check if applicable)*

**13 Warranty Price:**

The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

☐ I have read and agree.

*(Required: Check if applicable)*

1  
4**Warranty Products:**

Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.

☐ I have read and agree.

(Required: Check if applicable)

1  
5**Safety Warranty:**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.

☐ I have read and agree.

(Required: Check if applicable)

1  
6**No Warranty by Buyer against Infringements:**

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

☐ I have read and agree.

(Required: Check if applicable)

1  
7**Right of Inspection:**

Buyer shall have the right to inspect the goods at delivery before accepting them.

☐ I have read and agree.

(Required: Check if applicable)

1  
8**Cancellation:**

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

☐ I have read and agree.

(Required: Check if applicable)

1  
9**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 there under shall be effected by the delivery to the Seller 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 set forth in Clause 15, herein.

☐ I have read and agree.

(Required: Check if applicable)

2  
0**Force Majeure:**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of 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 enemy, 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; land sinkage; lighting; 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 having 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.

☐ I have read and agree.*(Required: Check if applicable)*2  
1**Assignment Delegation:**

No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

☐ I have read and agree.*(Required: Check if applicable)*2  
2**Waiver:**

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.

☐ I have read and agree.*(Required: Check if applicable)*2  
3**Modifications:**

This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

☐ I have read and agree.*(Required: Check if applicable)*2  
4**Interpretation Parole Evidence:**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

☐ I have read and agree.*(Required: Check if applicable)*

2  
5**Applicable Law:**

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 effective and in force on the date of this agreement.

☐ I have read and agree.

(Required: Check if applicable)

2  
6**Advertising:**

Seller shall not advertise or publish, without Buyer'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.

☐ I have read and agree.

(Required: Check if applicable)

2  
7**Right to Assurance:**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that 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.

☐ I have read and agree.

(Required: Check if applicable)

2  
8**Venue:**

Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

☐ I have read and agree.

(Required: Check if applicable)

2  
9**Prohibition Against Personal Interest in Contracts:**

Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.

☐ I have read and agree.

(Required: Check if applicable)

3  
0**Penalties for Non-Performance:**

If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:

1. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
2. Deduct such charges from existing invoice totals due at the time, or
3. Cancel the contract within thirty (30) days written notification of intent

☐ I have read and agree.

(Required: Check if applicable)

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1

**Right to Investigate:**

1. Capacity
2. Financial Information
3. Business Records (Federally Funded Contracts)

☐ I have read and agree.  
(Required: Check if applicable)

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**Bidder Qualification:**

Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:

1. Financial capabilities
2. Bonding status
3. Contractual history (references)
4. Ability to fulfill and abide by the terms and specifications
5. Quality and stability of product and sources

☐ I have read and agree.  
(Required: Check if applicable)

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**District Proposal Forms:**

Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.

☐ I have read and agree.  
(Required: Check if applicable)

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**Delinquent School Taxes:**

The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.

Please indicate below if you are not a delinquent taxpayer to the Edinburg CISD, or if you are a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)

☐ I am not a delinquent taxpayer to Edinburg CISD    ☐ I am a delinquent taxpayer to Edinburg CISD  
(Required: Check only one)

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**Addendums:**

It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums if submitting proposal manually. It is also at the Districts discretion to fax or email addendums as deemed necessary.

☐ I have read and agree.  
(Required: Check if applicable)

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**"OR EQUAL" Products:**

Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.

☐ I have read and agree.  
(Required: Check if applicable)

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**Deviation(s)**

Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the proposal response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.

☐ I have read and agree.

(Required: Check if applicable)

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**Right to award:**

The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.

☐ I have read and agree.

(Required: Check if applicable)

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**Right to increase or decrease quantities:**

The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.

☐ I have read and agree.

(Required: Check if applicable)

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**Renewal Option for Term Contracts:**

There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

☐ I have read and agree.

(Required: Check if applicable)

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1

**Warranty & Guarantees:**

Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.

☐ I have read and agree.

(Required: Check if applicable)

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2

**Evaluation Factors:**

The proposal award shall be based on the following evaluation factors:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the total long-term cost to the district to acquire the vendor's goods or services

☐ I have read and agree.

(Required: Check if applicable)

4  
3**Non-Collusive Bidding Certification:**

By submission of this proposal or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
4. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

☐ I have read and agree.

*(Required: Check if applicable)*

4  
4**EEOC Non-Discrimination Statement:**

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

☐ I have read and agree.

*(Required: Check if applicable)*

4  
5**Declaration of Business Location**

Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner has one of the following:

- ☐ Has its principal place of business in the State
- ☐ Employs at least 500 persons in the State of Texas
- ☐ Principal Place of business is not in Texas

*(Required: Check all that apply)*

4  
6**Declaration of Business Location Pt. 2**

As stated above, if the parent company is not in the State of Texas or does not employ 500 persons in the State of Texas, provide the city and state of the Principal Place of Business in the space below.

Type N/A if this does not apply

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*(Required: Maximum 1000 characters allowed)*

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7**Conflict of Interest Disclosure:**

Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.

☐ I have read and agree.

*(Required: Check if applicable)*

4  
8**Certificate of Interested Parties:**

All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

☐ I have read and agree.

(Required: Check if applicable)

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9**Owner(s) Name of Business:**

By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.

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(Required: Maximum 4000 characters allowed)

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0**Texas Historically Underutilized Business (HUB) Certification**

Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas. Please specify below your HUB type and certification expiration date. If you are not HUB certified, please type N/A.

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(Required: Maximum 4000 characters allowed)

5  
1**Contract Provisions for contracts under Federal Awards:**

By submission of this bid, Contractor agrees to comply with the following provisions.

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when ECISD expends federal funds, ECISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when ECISD expends federal funds, ECISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. ECISD also reserves the right to



terminate the contract immediately, with written notice to vendor, for convenience, if ECISD believes, in its sole discretion that it is in the best interest of ECISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ECISD as of the termination date if the contract is terminated for convenience of ECISD. Any award under this procurement process is not exclusive and ECISD reserves the right to purchase goods and services from other vendors when it is in ECISD's best interest.

- **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when ECISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when ECISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when ECISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by ECISD resulting from this procurement process.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F)above.

- **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G)above.

- **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule (I) above, when federal funds are expended by ECISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ECISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate

tiers and that all subrecipients shall certify and disclose accordingly.

- An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **§200.216** Prohibition on certain telecommunications and video surveillance services or equipment.
  - Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - Procure or obtain;
    - Extend or renew a contract to procure or obtain; or
    - Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - Telecommunications or video surveillance services provided by such entities or using such equipment.
    - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

- **§200.322** Domestic preferences for procurements.
  - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.

☐ I have read and agree.  
(Required: Check if applicable)

## 5.2 Record Retention Requirements for Contracts Involving Federal Funds:

When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

☐ Yes, I agree  
(Required: Check if applicable)

## 5.3 Certification of Equal Employment Statement

It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

☐ Yes, I agree  
(Required: Check if applicable)

## 5.4 Certification of Compliance with Buy America Provisions:

ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

☐ Yes, I agree  
(Required: Check if applicable)

## 5.5 Certification of Access to Records – 2 C.F.R. §200.337:

Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

☐ Yes, I agree  
(Required: Check if applicable)

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6**Certification of Employment Verification FAR 22.18, 74 FR 2731, 48 CFR 52.222-54:**

As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

☐ Yes, I agree*(Required: Check if applicable)*5  
7**Certification of Health and Safety Certifications, Licensing, and Regulations:**

As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

☐ Yes, I agree*(Required: Check if applicable)*5  
8**Certification of Compliance with S/M/WBE/Labor Surplus, 2 CFR 200.321:**

As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

☐ Yes, I agree*(Required: Check if applicable)*5  
9**Certification of Compliance with Texas Family Code:**

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

☐ Yes, I agree*(Required: Check if applicable)*6  
0**Certification of House Bill 89, Section 2270.001 Texas Government Code:**

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "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.

☐ Yes, I agree*(Required: Check if applicable)*

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**Certification of Senate Bill 252, Section 2252 Texas Government Code:**

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

☐ Yes, I agree

(Required: Check if applicable)

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**Certification of Bill 13, Sections 809 AND 2274 Texas Government Code:**

Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

☐ Yes, I agree

(Required: Check if applicable)

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3

**Certification of Senate Bill 19, Section 2274 Texas Government Code:**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

☐ Yes, I agree

(Required: Check if applicable)

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**Certification of Senate Bill 2116, Sections 2274 and 113 Texas Government Code:**

PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that

☐ Yes, I agree

(Required: Check if applicable)

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**Certification of applicability to subcontractors:**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

☐ Yes, I agree

(Required: Check if applicable)

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**Certification of TEC 22.0834**

22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required.

The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

☐ Yes, I agree

(Required: Check if applicable)

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**Certification of Government Code 552.104(c)**

A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

☐ Yes, I agree

(Required: Check if applicable)

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8

**Certification of Government Code 2272.003(a):**

A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

☐ Yes, I agree

(Required: Check if applicable)

6  
9**Certification of Government Code 403.1067(A) Lobbying Restriction – Tobacco Education Grant Funds:**

A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

☐ Yes, I agree

(Required: Check if applicable)

7  
0**Debarment and Suspension (Executive Orders 12549 and 12689):**

By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549

☐ Yes, I agree

(Required: Check if applicable)

7  
1**Buy American Provision for Child Nutrition (if applicable):**

Edinburg CISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Edinburg CISD will purchase domestic food products per the Buy American Provision unless:

1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Edinburg CISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

☐ Yes, I agree

(Required: Check if applicable)



7 2	<b>Felony Conviction Notification</b>
	State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."
	Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."
	This Notice Is Not Required of a Publicly-Held Corporation
	I, the undersigned agent for the firm named, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. <input type="checkbox"/> N/A Publicly-Traded Company <input type="checkbox"/> Owner/Operator HAS NOT been convicted of a felony <input type="checkbox"/> Owner/Operator HAS been convicted of a felony <i>(Required: Check all that apply)</i>

7 3	<b>Felony Conviction Disclosure</b>
	If the owner/operator has ever been convicted of a felony, please enter the details of the conviction in the field below to include the name(s) of felon(s) and a general description of the conduct resulting of the felony. Please type N/A if not applicable.

*(Required: Maximum 4000 characters allowed)*

**Bid Lines**

**1** All questions in this form should be answered and provided to the District as the Depository's proposal.

The District reserves the right to reject any and/or all proposals and if any portion or provision of this proposal and/or any contract between Depository and District entered into is invalid, the remainder at the option of the District shall remain in full force and effect and not be affected.

**BANK COMPENSATION**

Does the District have the option to pay for Depository services by targeted balances or by fees? Please describe any differences in related costs to the District with either option. If the District chooses one option for the life of the contract, is there a difference in service fees?

**TARGET BALANCE COMPENSATION BASIS**

The District may choose to pay for Depository services on a compensating balance basis, maintaining a targeted amount of its funds in the Depository. The District will maintain balances in the checking accounts to compensate the Depository in full or in part for services provided. Earnings credit for these balances shall be reflected on the monthly account analysis provided to the District.

Any excess collected balance may be invested daily by the Bank as directed by the District, in a District approved overnight investment, an interest-bearing account, or an SEC registered money market mutual fund. The overnight investment and any index upon which the rate will be based should be listed below.

**2** The rate history at the Depository for the months beginning MM/YY and ending MM/YY was:

**Item Attributes**

**1. ECR Rate**

%

(Optional)

**2. Interest Bearing Accounts**

%

(Optional)

**3. Money Market Accounts**

%

(Optional)

**4. Sweep Accounts**

%

(Optional)

3

(Alternatively, the District may have the Depository complete the information by month according to Attachment A, Bank Historical Information)

If any of these rates is based on an index rate (such as the T-Bill auction rate) stipulate the index calculation basis.

### **FEE BASIS COMPENSATION**

The District may choose to pay for Depository services on a straight fee basis in which no targeted balance will be maintained by the District. Fees will be assessed and paid in accordance with the Depository's processed fees as listed on Attachment A.

### **DISTRICT INVESTMENTS**

The District reserves the right to purchase, sell and invest its funds and funds under its control, including bond funds, as authorized by the Government Code, Chapter 2256, Public Funds Investment Act, and in compliance with the District's Investment Policy, a copy of which is attached as Attachment C (or alternatively, provide the link to the investment policy on the District web site).

The District may choose to invest in time deposits at the Depository. The Depository will pay interest funds of the District placed in time deposits with maturities chosen by the District. The interest rate spread on such deposits should be indicated as above, below or equal to the "asked" yield on the comparable maturity T-Bill of the proposed time deposit being purchased as reported in an independent, financial source.

4

Single Maturity Tie Deposits of more than \$100,000

Item Notes: Basis point spread over (+)/under(-) T-bill "asked" yield (District-specified rate)

#### **Item Attributes**

##### **1. MATURITY**

##### **2. 7 - 29 DAYS**

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*(Optional: Maximum 1000 characters allowed)*

##### **3. 30 - 59 DAYS**

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*(Optional: Maximum 1000 characters allowed)*

##### **4. 60 - 89 DAYS**

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*(Optional: Maximum 1000 characters allowed)*

**5. 90 - 179 DAYS**

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*(Optional: Maximum 1000 characters allowed)*

**6. 180 - 364 DAYS**

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*(Optional: Maximum 1000 characters allowed)*

**7. 365 DAYS OR MORE**

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*(Optional: Maximum 1000 characters allowed)*

## **5 COLLATERALIZATION**

The Depository must provide either corporate surety bonds or pledged securities as per Texas Education Code 45.201. Please specify which method the Depository will use for collateralization of District funds.

### **COLLATERAL CONDITIONS**

The Depository shall provide collateral equal to 102% of all District time and demand deposits plus accrued interest minus applicable FDIC coverage. Collateral will be pledged to the District and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Public Funds Collateral Act (Texas Government Code, Chapter 2257). (Alternatively, the District may specify any limitations maintaining the collateral and the required margin at all times and will provide original safekeeping notice and a monthly report of the collateral to include the security description, par amount, cusip, and market value, at a minimum.

The Depository and District shall execute a collateral agreement in accordance with FIRREA. A sample Collateral Agreement should be attached as Attachment D.

The District estimates its maximum anticipated collateral requirement to be approximately \$42,000,000.00 (forty-two million)

(If voluntary collateral pooling is legislated during the period of this contract, the District may consider and agree to its use under this contract with mutual agreement of the Depository.)

### **ELIGIBLE COLLATERAL**

The District will accept only approved securities as specified by Texas Education Code 45.201 as pledged collateral.

(Alternatively, the District may require specific collateral in accordance with its Investment Policy. A reference to the District's Investment Policy would be included in that case. In that case, the following paragraph would be used instead:

The District will accept only the following as pledge collateral in accordance with its Investment Policy attached as Attachment C:

(The District list items here)

### **BANKING SERVICES FEE**

Based on the Depository services required by the District, the Depository shall complete the proposed fee schedule, Attachment A.

## **6 DEPOSITORY INFORMATION**

Please answer the following questions concerning the Depository.

## Item Attributes

- 1. State full name and address of the Depository and any parent holding company. List all branch locations within the District's boundary.**

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*(Optional: Maximum 4000 characters allowed)*

- 2. Provide the UPBR reference or annual audited financial statement for the most current fiscal year. This may be in printed form, but an electronic link to the web site(s) is preferable.**

**Members of Depository holding companies must include corporate annual financial statements and the individual Depository's call report or the most recent operating quarter.**

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*(Optional: Maximum 4000 characters allowed)*

- 3. State the Depository's rating and provide all rating documents from the previous four (4) full fiscal quarters period prior to from and all independent and public Depository rating or regulatory agency. Or, if not available, the rating on the Depository's senior and subordinate debt. Any change in this rating during the period of the contract must be communicated to the District in a reasonable period of time.**

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*(Optional: Maximum 4000 characters allowed)*

## **4. Contact Information**

**To insure smooth contract implementation and continuation of services, a specific account executive and a back-up must be assigned to the District account to coordinate services and expedite the solution of any problem encountered.**

**5. Designate a Depository office as a primary contact with the District.**

**INCLUDE**

- Name
- Title
- Telephone #
- Fax #
- E-Mail

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*(Optional: Maximum 4000 characters allowed)*

**6. Designate a Depository representative as a backup contact with the District**

**INCLUDE**

- Name
- Title
- Telephone #
- Fax #
- E-Mail

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*(Optional: Maximum 4000 characters allowed)*

**7. In the event the primary and backup contacts aren't available, what is the District's procedure for an emergency contact? After hours?**

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*(Optional: Maximum 4000 characters allowed)*

**8. Describe in detail how the Depository handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients.**

**Please be specific about exactly whom the District will be calling and working with for the above described situations.**

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*(Optional: Maximum 4000 characters allowed)*

**9. List references from at least three of the Depository's current, comparable governmental clients. Include the length of time under contractor, a client contacts, title, and telephone number.**

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*(Optional: Maximum 4000 characters allowed)*

**10. Based on the services required by the District, please provide a proposed timeline for implementation of the contract including the timeline activities and direct responsibilities of the District and the Depository during implementation.**

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*(Optional: Maximum 4000 characters allowed)*

**11. Provide a copy of all agreements (including those not directly reference in this RFP) which will be required to be executed under the contract.**

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*(Optional: Maximum 4000 characters allowed)*



**12. The Depository awarded contract will be required to review the then-current District Investment Policy and certify in writing that the review in accordance with the Public Funds Investment Act certifying that the Depository has sufficient controls in place to avoid transactions not authorized by the Policy.**

**(specify one: The District has attached its investment policy to this RFP notice of the District has provided a link to the investment policy on the District's web site.)**

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*(Optional: Maximum 4000 characters allowed)*

**13. A pre-award interview may be conducted on site at the Depository prior to contract award. Please provide the District with a contact name for arranging the pre-award interview.**

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*(Optional: Maximum 4000 characters allowed)*

## 7 BANKING SERVICES

### Consolidated Account Structure with Sweep Mechanism

The District is interested in earning at then-current interest rates available at all times. The District wants the option to use an automated, daily sweep to a money market mutual fund or depository alternative account (if competitive) to reach our full investment goal. [District option: We will not accept a repurchase agreement or offshore investments as sweep investment vehicles.]

The District's current account structure is listed as Attachment B. District's Current Account Structure. We do not guarantee that we will maintain the balances or structure at these same levels.

The Depository shall clearly describe their most cost-effective account structure (interest bearing accounts, zero balance accounts [ZBAs], or sweep, etc.).

- Fully describe the proposed account structure. Would a sweep be from a master account with ZBAs or directly swept from the individual accounts? Is interest distributed at the account level?
- State the average interest rate on the recommended alternative structure for the past 12 months.
- If an SEC-registered money market fund is used for the sweep proposal, provide the full name and a copy of the prospectus. It must strive to maintain a \$1 NAV.
- Interest earned on interest bearing accounts must not be charged as an expense on the account analysis. Confirm acceptance of this condition.

The District may be required or may desire to open additional accounts, close accounts, or change account types during the contract period. If this occurs, the new accounts and services must be charged at the same contracted amount or, if unanticipated, at not more than published rates.

### Automated Cash Management Information

The District is interested in automated balance and detail information and online retention. Minimum automated services must include the following [specify District's requirements.]:

- prior-day summary and detail balance reporting on all accounts
- intraday detail and summary balances (on local main and payroll accounts)
- initiation and monitoring of stop payments
- positive pay exception transactions
- initiation and monitoring of internal and wire transfers
- image access
- controlled disbursement presentment totals

### Item Attributes

1. Fully describe your online service. List the system capabilities (for example, balance reporting, wires, positive pay, stop payment, etc.)

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(Optional: Maximum 4000 characters allowed)

**2. What is your backup process to report balances and transactions in case the system is not available?**

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*(Optional: Maximum 4000 characters allowed)*

**3. When is daily balance information available?**

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*(Optional: Maximum 4000 characters allowed)*

**4. Submit samples of major screens available, or provide web link access to a demonstration module.**

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*(Optional: Maximum 4000 characters allowed)*

**5. How is an individual security sign-on assigned, and who maintains the security module? How many levels of security are available?**

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*(Optional: Maximum 4000 characters allowed)*

**6. [Optional] With regard to controlled disbursements**

**7. What is the cutoff time for disbursements?**

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*(Optional: Maximum 4000 characters allowed)*

**8. What Federal Reserve locations do these accounts clear through?**

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*(Optional: Maximum 4000 characters allowed)*

**9. How do we have access to this information?**

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*(Optional: Maximum 4000 characters allowed)*

**10. Deposit Services**

**Standard commercial deposit services for all accounts.**

**The District expects all deposited checks to clear based on your current published availability schedule, but please note any options for expedited availability in your bid. For all cleared deposits you receive by your established deadline, you must process them for same-day ledger credit. If you fail to credit our accounts in a timely fashion, you must pay interest to us at the then-current effective federal funds rate.**

**11. What is your daily cutoff time to ensure same-day ledger credit?**

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*(Optional: Maximum 4000 characters allowed)*

**12. Describe how and when you send credit and debit advices to us.**

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*(Optional: Maximum 4000 characters allowed)*

**13. What type of deposit bags do you use or require? Are these available from you?**

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*(Optional: Maximum 4000 characters allowed)*

**14. In what city does item processing occur?**

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*(Optional: Maximum 4000 characters allowed)*

**15. Remote Deposit**

**The District is interested in establishing (or using] remote check deposit for a few high-volume locations during the contract period. These deposits include both consumer and commercial checks.**

**16. What are your current capabilities in remote check deposit? Describe how checks are processed and cleared. Please state the cutoff time for same-day ledger credit.**

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*(Optional: Maximum 4000 characters allowed)*

**17. Give two comparable references with contact information.**

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*(Optional: Maximum 4000 characters allowed)*

**18. Do you produce a daily balancing report? Provide a sample.**

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*(Optional: Maximum 4000 characters allowed)*

**19. What scanner equipment is required to operate the system? Is this equipment available through your depository bank for purchase or lease? Please list the equipment required along with its cost.**

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*(Optional: Maximum 4000 characters allowed)*

**20. Standard Disbursing Services**

The District is interested in standard disbursing services for designated accounts.

**21. Do you image all paid checks, deposit items, and deposit slips?**

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*(Optional: Maximum 4000 characters allowed)*

**22. Are check and deposit images available online? When? Do you provide a monthly compact disc (CD)? If not, are reports downloadable?**

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*(Optional: Maximum 4000 characters allowed)*

**23. How long do you maintain check and deposit images online?**

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*(Optional: Maximum 4000 characters allowed)*

**24. Do you pay all our checks without charge upon presentation?**

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*(Optional: Maximum 4000 characters allowed)*

**25. Positive Pay**

The District is interested in positive pay services if available at the bank for designated accounts on which checks are written. The positive pay process should be fully automated and web based. We will transmit check information electronically to you on each check run and as we create checks manually.

**26. Describe the data transmission and transfer requirements for automated and manual checks.**

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*(Optional: Maximum 4000 characters allowed)*

**27. Is input available online for manual checks? If it is not available online, how do we transmit information on individual manual checks to you?**

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*(Optional: Maximum 4000 characters allowed)*

**28. How can we change or delete check records, if necessary?**

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*(Optional: Maximum 4000 characters allowed)*

**29. How do you notify us of a positive pay exception?**

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*(Optional: Maximum 4000 characters allowed)*

**30. When do you report exception information to us? When is the deadline for our exception elections?  
Are images of exceptions available?**

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*(Optional: Maximum 4000 characters allowed)*

**31. Are all checks, including those received by the tellers and vault, verified against the positive pay  
file before processing? How often do you update teller information?**

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*(Optional: Maximum 4000 characters allowed)*

**32. Do you offer payee positive pay?**

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*(Optional: Maximum 4000 characters allowed)*

**33. Please provide a copy of your file layout format**

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*(Optional: Maximum 4000 characters allowed)*

**34. Account Reconciliation**

**The District anticipates using partial or full reconciliation services on all accounts in concert with  
positive pay, depending on cost effectiveness.**

**35. Describe the partial and full reconciliation processes.**

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*(Optional: Maximum 4000 characters allowed)*



**36. With what format(s) does your system interface? What record formats are required? [Alternatively, the district can specify its interface format for the depository to determine compatibility.] How do you send reconciled data to us? When?**

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*(Optional: Maximum 4000 characters allowed)*

**37. Please provide references of customers who use the XX ledger system?**

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*(Optional: Maximum 4000 characters allowed)*

**38. Specify all reporting alternatives.**

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*(Optional: Maximum 4000 characters allowed)*

**39. Are reports available online? How long are reports maintained online? Provide a sample copy of reports.**

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*(Optional: Maximum 4000 characters allowed)*

**40. Funds Transfer and Wire Services**

**Incoming wire transfers must receive immediate same-day collected credit. Wire initiation should be available online. We require that wires be released the same business day if information is provided by the established deadline.**

**41. Describe the process of online wire initiation. What backup process is available for the online process in case the system is unavailable?**

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*(Optional: Maximum 4000 characters allowed)*

**42. Is any paper transaction required for transfers or wires as follow-up?**

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*(Optional: Maximum 4000 characters allowed)*

**43. How and when will you notify us of incoming wires? Online? Email?**

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*(Optional: Maximum 4000 characters allowed)*

**44. Is future dating available for both repetitive and non-repetitive wires and transfers? How far in advance?**

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*(Optional: Maximum 4000 characters allowed)*

**45. What is the deadline for initiation:**

**By telephone**  
**Online**

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*(Optional: Maximum 4000 characters allowed)*

**46. Are templates and template storage available?**

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*(Optional: Maximum 4000 characters allowed)*

**47. Optical Imaging**

The District desires optical images that are downloadable or on CD on all accounts.

**48. What items and reports are available online (checks, statements, deposit slips, deposited items, etc.)? How long are each available online?**

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*(Optional: Maximum 4000 characters allowed)*

**49. What items are captured on the monthly CD, if provided?**

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*(Optional: Maximum 4000 characters allowed)*

**50. When do you make the monthly CD or imaged reports available?**

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*(Optional: Maximum 4000 characters allowed)*

**51. When and for how long are statements and account analyses available online?**

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*(Optional: Maximum 4000 characters allowed)*

**52. Automated Clearinghouse (ACH) Services**

The District requires ACH transactions for payable and receivable transactions. We require a pre-notification (pre-note) on all new transactions.

**53. Describe the transmission alternatives for individual ACH transactions. Can we initiate individual ACH transactions online?**

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*(Optional: Maximum 4000 characters allowed)*

**54. What filters and blocks are available on our accounts for ACH transactions?**

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*(Optional: Maximum 4000 characters allowed)*

**55. Are ACH addenda shown in their entirety online and in reports?**

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*(Optional: Maximum 4000 characters allowed)*

**56. What is your policy on pre-notification? Is the pre-note charged as a standard ACH transaction?**

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*(Optional: Maximum 4000 characters allowed)*

**57. What is the deadline for transmission (hour and day) for a payroll to credit employee accounts on a Friday?**

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*(Optional: Maximum 4000 characters allowed)*

58. Is ACH positive pay available?

(Optional: Maximum 4000 characters allowed)

59. Does ACH debit the account on day of initiation or settlement?

(Optional: Maximum 4000 characters allowed)

60. Safekeeping Services

The District may require you or another eligible offeror to provide book-entry safekeeping services for any securities we own. We will make all our investments and transmit instructions for clearing and safekeeping to you in writing or electronically.

All securities must be cleared on a delivery versus payment (DVP) basis. Ownership must be documented by original clearing confirmations, and safekeeping of receipts must be provided within one business day of the transaction. Funds for investments must be drawn from our designated demand deposit account. All principal and interest payments, coupon payments, and maturities must receive automated same day collected credit on our designated account without requiring any additional action by us.

If you use a correspondent bank for safekeeping our securities, the transactions must be handled through your systems and must not require additional interaction by us with the correspondent bank. No delay in transactions, wires, or flow of funds is acceptable under a correspondent relationship.

61. Are you a member of either the Federal Reserve or a Federal Home Loan Bank? If not, name the correspondent depository you would use for clearing and safekeeping.

(Optional: Maximum 4000 characters allowed)

**62. Are security transactions available online for either originating or monitoring?**

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*(Optional: Maximum 4000 characters allowed)*

**63. What is the deadline for settlement instructions on a cash (same-day) settlement? Would we incur any charge for late instructions?**

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*(Optional: Maximum 4000 characters allowed)*

**64. The District may choose to purchase time deposits from you, but all time deposits will be competitively bid at the time of purchase.**

**65. Collateral Requirements**

All the requirements, including those beyond the Public Funds Collateral Act, as stated below. The bid must state that you agree to the following terms and conditions:

- All collateral pledged to us must be held by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act. [Alternatively, the district may specify any limitations on its preferred custodial arrangement.]
- We, you, and the safekeeping bank must execute a triparty safekeeping agreement for custody of pledged securities in full compliance with the FIRREA requiring a depository resolution. (Or completion of Circular 7 if a Federal Reserve bank is acting as custodian. Even if a Federal Reserve bank is used, you and we must still execute a depository agreement.)
- All time and demand deposits above FDIC coverage must be collateralized at a minimum of 102 percent of principal plus accrued interest at all times (110 percent on mortgage-backed securities).
- You are contractually liable for continuously monitoring and maintaining collateral at our required margin levels.
- The custodian must provide evidence of pledged collateral by sending original safekeeping receipts or a report directly to us within one business day of receipt.
- We must receive a monthly report of collateral pledged including description, par, market value, and cusip, at a minimum.
- We may grant substitution rights if you obtain our prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Authorized collateral includes only approved securities as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act and noted above.

Authorized collateral includes only approved securities as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act and noted above.

**66. Does the Depository propose any collateral charges? If so, under what conditions are they charged, and how is the charge applied?**

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*(Optional: Maximum 4000 characters allowed)*

**67. What is Depository's deadline for requesting collateral in excess of existing requirements?**

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*(Optional: Maximum 4000 characters allowed)*

**68. Account Analysis**

**Monthly account analysis reports should be provided for each account and on a consolidated account basis.**

**69. When is the account analysis available each month?**

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*(Optional: Maximum 4000 characters allowed)*

**70. Is the account analysis available online? Is it imaged monthly on electronic media?**

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*(Optional: Maximum 4000 characters allowed)*

**71. Are paper statements also sent to us? If so, when?**

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*(Optional: Maximum 4000 characters allowed)*

**72. How long will it take you to correct any billing errors on the account analysis?**

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*(Optional: Maximum 4000 characters allowed)*

**73. Monthly Statements**

**The Depository must provide monthly account statements on all accounts with complete supporting documentation.**

**74. State when monthly statements will be available each month online and on paper.**

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*(Optional: Maximum 4000 characters allowed)*

**75. Is the monthly statement available online? If so, when and for how long? Are the statements imaged and/or put on electronic media monthly?**

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*(Optional: Maximum 4000 characters allowed)*

**76. If imaged, are paper statements also sent to us? If so, when?**

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*(Optional: Maximum 4000 characters allowed)*

**77. Overdrafts**



**78. Are all accounts aggregated for overdraft calculation purposes?**

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*(Optional: Maximum 4000 characters allowed)*

**79. State the rate basis for intraday and interday overdrafts.**

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*(Optional: Maximum 4000 characters allowed)*

**80. What is the policy for daylight overdrafts?**

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*(Optional: Maximum 4000 characters allowed)*

**81. Stop Payments**

**We desire an automated stop payment process.**

**82. What are the time period options available for stop payments?**

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*(Optional: Maximum 4000 characters allowed)*

**83. What are the options for extended stop payment periods? How are they extended?**

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*(Optional: Maximum 4000 characters allowed)*

**84. What is the cutoff hour for same-day action on stop payments?**

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*(Optional: Maximum 4000 characters allowed)*

**85. Can we initiate stop payment orders online? If so, do you require any paper follow-up document?**

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*(Optional: Maximum 4000 characters allowed)*

**86. What information on current and expiring stop payments is available online?**

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*(Optional: Maximum 4000 characters allowed)*

**87. Customer Service**

**88. Does the Depository offer customer services in languages other than English? What language is offered?**

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*(Optional: Maximum 4000 characters allowed)*

**89. Service Enhancements**

**Based on the information provided in the RFP and your firm's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the District's treasury management operations.**

**90. OPTIONAL SERVICES**

**91. NSF Checks Represented as ACH (RCK) - NOT APPLICABLE**

**The District may want the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.**

**92. Is the Depository currently using ACH for collection of NSF checks? How long have you been providing this service? Provide two comparable references with contact information.**

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*(Optional: Maximum 4000 characters allowed)*

**93. How are the NSF and the later ACH transactions matched and reconciled? Does your system cross-reference the two transactions in any way?**

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*(Optional: Maximum 4000 characters allowed)*

**94. Is the NSF information, image, or occurrence available online? When and how? For how long is it available online?**

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*(Optional: Maximum 4000 characters allowed)*

**95. Can the District specify any target pay day(s)?**

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*(Optional: Maximum 4000 characters allowed)*

**96. Merchant Services**

**The District is interested in possible accepting credit card payments for various activities. The service should include daily capture, transmission and authorization of payments at point-of-sale and on the web. Reporting would be required by location.**

**The District can and does comply with PCI Standards.**

**97. Does the Depository currently offer merchant card processing services? How long has this service been available? What interface format(s) does your system supply?**

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*(Optional: Maximum 4000 characters allowed)*

**98. How many institutions and end customers do you have?**

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*(Optional: Maximum 4000 characters allowed)*

**99. Describe the fee components of a merchant card processing relationship. Provide a list of all the fees to us. State the association fees, the discount rates, and your fee per transaction.**

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*(Optional: Maximum 4000 characters allowed)*

**100. Does the Depository have software that allows online payments to us through your portal?**

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*(Optional: Maximum 4000 characters allowed)*

**101. Describe the reporting functions and data availability.**

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*(Optional: Maximum 4000 characters allowed)*

**102. Describe billing options.**

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*(Optional: Maximum 4000 characters allowed)*

**103. Describe the authorization method or process used. How are incorrect authorizations reversed?**

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*(Optional: Maximum 4000 characters allowed)*

**104. Describe your debit card processing capabilities. Do you distinguish between debit and credit cards on your bank identification number (BIN)? Can you program a debit card to the lowest cost network?**

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*(Optional: Maximum 4000 characters allowed)*

**105. Describe your transmission process. Describe the monitoring and notification process if transmissions fail.**

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*(Optional: Maximum 4000 characters allowed)*

**106. Is data imaging available online? What is available online? When? For how long?**

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*(Optional: Maximum 4000 characters allowed)*

**107. Describe the dispute resolution process.**

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*(Optional: Maximum 4000 characters allowed)*

**108. Payroll Cards or Debit Cards**

**The District is exploring the use of stored-value cards (payroll cards or debit cards) as a payroll option for employees at a minimum. Cardholders should be able to use the cards as debit cards for purchases at point of sale as well as for cash withdrawals at financial institutions and automated teller machines.**

**The purchasing ability of the cards must be limited to the stored value of the card. We may choose not to pay for access fees for the employees issued the stored-value cards.**

**We will be responsible for any marketing of the program and have total discretion on the distribution of the cards. We will enroll the employees. You must provide cardholders with all processing and transaction information and reports. We expect the following services from you, at a minimum:**

- **embossing, encoding, and distributing standard cards as directed by the District**
- **providing paper and electronic statements to cardholders**
- **administering accounts, including maintenance of accounts, application of funds, authorization of transactions, and related tracking**
- **customer service functions**

**109. Do you currently provide this service? If so, how long has it been available?**

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*(Optional: Maximum 4000 characters allowed)*

**110. How many institutions and end customers use the service? Provide three comparable references for the service.**

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*(Optional: Maximum 4000 characters allowed)*

**111. Which program (authorization marks) does your program use? (Visa, MasterCard, etc.)**

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*(Optional: Maximum 4000 characters allowed)*

**112. Describe the enrollment process. Is enrollment batched and web-based?**

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*(Optional: Maximum 4000 characters allowed)*

**113. Describe the manner by which funds will be made available to the cardholders.**

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*(Optional: Maximum 4000 characters allowed)*

**114. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.**

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*(Optional: Maximum 4000 characters allowed)*

**115. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.**

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*(Optional: Maximum 4000 characters allowed)*

## 116. Purchasing Cards

The District may consider a purchasing card program during the contract period. Cards would be assigned to our employees for defined use.

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*(Optional: Maximum 4000 characters allowed)*

## 117. What card platforms do you support (MasterCard, Visa)? Do you use a third-party processor?

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*(Optional: Maximum 4000 characters allowed)*

## 118. What, if any, information is available online? When? Describe data download and integration capabilities. Describe reporting capabilities.

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*(Optional: Maximum 4000 characters allowed)*

## 119. What client support is available? How is it provided?

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*(Optional: Maximum 4000 characters allowed)*

## 120. Describe the diverse parameters and restrictions available for the card control. How many access levels are available?

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*(Optional: Maximum 4000 characters allowed)*



**121. Discuss settlement and corporate liability terms. Include information on your support for the program and your experience, settlement terms on payment, security procedures, and license requirements. How will we receive billing?**

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*(Optional: Maximum 4000 characters allowed)*

**122. Describe how cards are issued, deleted, or replaced. How do you handle lost or stolen cards?**

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*(Optional: Maximum 4000 characters allowed)*

**123. Provide three comparable references for the service.**

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*(Optional: Maximum 4000 characters allowed)*

**124. Company Bank Program**

**The District is interested in giving its employees the opportunity for enhanced, personal banking services.**

**125. Does the Depository have a banking program available for District employees?**

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*(Optional: Maximum 4000 characters allowed)*

**126. List services provided under this program with applicable discounts or fees to the District or employee.**

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*(Optional: Maximum 4000 characters allowed)*

**127. Is availability of the program based on use of direct deposit or District employment?**

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*(Optional: Maximum 4000 characters allowed)*

Supplier Information

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature