

CITY OF STARBASE, TEXAS

**REQUEST FOR PROPOSALS
FOR
DEPOSITORY SERVICES**

Proposal Due: 23rd day, June, 2025 @ 9:00 a.m. CST

CITY OF STARBASE, TEXAS

REQUEST FOR PROPOSALS DEPOSITORY SERVICES

GENERAL INFORMATION

The City of Starbase, Texas ("City"), a newly created municipal corporation in Cameron County, Texas, is seeking proposals from eligible and qualified financial institutions ("Banks") to serve as the bank depository and to provide the depository services described below. The services provided will be in accordance with this Request for Proposal ("RFP"), duly executed between the City and the selected Bank.

This RFP serves as the official proposal form for the depository services agreement. It includes numerous proposal forms, including but not limited to bank services pricing information, questionnaires, certification forms, and requests for additional information. The depository services contract shall include this RFP and the Bank's response to the RFP. All points outlined and materials requested must be incorporated into the Bank's proposal to be considered for evaluation. Where specified, attachments are acceptable to provide the requested information.

In accordance with the Texas Local Government Code 105.031(a), collateral must be in place five (5) days before services commence, as governed by Public Funds Collateral Act, Texas Government Code Chapter 2257.

The City plans to manage cash (and may manage investments) in a manner responsive to the public trust and consistent with state and local law. These agreements will not cover investment transaction activities other than safekeeping services.

Depository services are crucial to the City's overall cash management program, and the Bank's approach to relationship management is critical to the success of this relationship. The Bank's knowledge of and experience working with the public sector will be a key factor in the decision. It is important that proposers understand the following primary objectives for depository services:

1. To seek a Bank that is both capable of providing comprehensive depository services, and willing to be attentive to the City's money matters;
2. To maximize the total dollars earned by the City on account balances in order to be prudent and effective custodians of the taxpayers' financial resources;
3. To maintain a good working relationship with the depository Bank;
4. To adequately compensate the depository Bank for service provided and to allow a reasonable profit to be earned, subject to competitive forces in the marketplace;
5. To secure deposits above the FDIC insured limit with pledged collateral having a market value of at least 103% of the deposits, with such collateral held by an independent third-party; and
6. To fully comply with the requirements of Texas Local Government Code Chapter 105, as amended.

The goal of the RFP process is to select a Bank capable of providing the necessary depository services to meet these objectives in a cost-effective manner.

The City will not reimburse responding firms for any expenses incurred in preparing proposals, clarification of a response, and/or oral presentations which may be, at its discretion, required by the City. Nor will the City pay any costs associated with the procurement of a contract for depository services.

To be considered, proposals must be received by the City Clerk by **9:00 a.m. CST on June 23, 2025.**

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to negotiate all elements of the proposal to ensure that the best possible consideration be afforded to all. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The City also reserves the right to reject any or all proposals submitted and to re-solicit for services.

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless clearly and specifically noted in the submitted proposal and confirmed in the contract between the City and the selected proposer.

THE PROPOSER MUST FOLLOW ALL INSTRUCTIONS IN THIS RFP TO BE CONSIDERED.

SCOPE OF WORK AND SPECIFICATIONS

MINIMUM QUALIFICATIONS FOR SUBMITTING A PROPOSAL

The following conditions must be met at the time services are provided to the City:

- Charter: Proposer must be a Federal or Texas Chartered Bank or other institution lawfully authorized to conduct business in the state of Texas.
- Location: Proposer must have a physical location within Cameron County, Texas.
- Collateral: Proposer must have identifiable collateral which meets the requirements of Texas law for public depositories, and which is sufficient to always cover 103% of the combined balance (including any accrued interest on the combined balance) the City maintains in the Bank, less the insurance amount provided by the Federal Deposit Insurance Corporation. Collateral will be maintained in an independent third-party custodian approved by the City.
- City Liaison: If selected, proposer must assign a senior level liaison to the City.

SPECIFIC TERMS AND CONDITIONS

- A. The depository services contract shall become effective from date of acceptance and approval by the City and shall remain in full force and effect with firm fixed prices for a term of five (5) years. The City anticipates the term to begin on June 23, , 2025.
- B. To provide for transition to a new Bank at the end of the five-year contract term, the depository services contract shall be extended for up to one-hundred and eighty (180) days upon the City's request.
- C. Either party may terminate the depository services contract at any time upon one-hundred and eighty (180) days written notice. If, through any cause, the Bank fails to fulfill its obligations under the depository services contract, or if the Bank violates any of the terms and conditions of the depository services contract, the City has the right to terminate the depository services contract by giving the Bank five (5) days written notice. The Bank will be compensated for the services satisfactorily performed before the termination date. No term or provision of the depository services contract shall be construed to relieve the Bank of liability to the City for damages sustained by the City because of any breach of contract. The City may withhold payments to the Bank until the exact amount of damages due the City is determined and paid.
- D. The depository services contract cannot be transferred or assigned to another party without the discretionary written consent of the City. During the term of the depository services contract, all reasonable direct expenses incurred by the City as a direct result of a change in ownership or management of the Bank or because of a merger shall be reimbursed by the Bank to the City.
- E. Notwithstanding any other provision of the depository services contract, which may be to the contrary, the depository services contract and the prospective rights and obligations of the parties hereunder shall remain in full force and effect and shall not be otherwise affected by a merger of the Bank.
- F. The successful Bank shall be liable for all damages incurred while in the performance of services pursuant to this RFP.
- G. The depository services contract shall be governed in all respects by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Cameron County, Texas, and further agree that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.
- H. The selected Bank shall prepare a final binder(s) including this RFP, the Bank's response to the RFP, all relevant contracts, agreements, and other documents executed by the parties to

evidence the depository services contract and ancillary agreements. The final binder(s) shall be delivered by the Bank to the City within thirty (30) days of finalizing such documents.

DEPOSITORY SERVICES AND REQUIREMENTS

A. General Description of Services

The following identifies the City's service requirements. Please attach copies of sample reports and separate agreements that apply to each service, if applicable.

1. Internet-based On-line Reporting System

The City requires an internet based on-line reporting system that provides the daily ending ledger and collected balances from the prior day for all accounts, one- and two-day float amounts, a detail of the prior day's debit and credit transactions, and current day debit and credit transactions.

2. Internet-based On-line Transaction Initiation

The internet banking system must allow for the initiation and verification of Fed wire transfers, ACH transactions, intra-bank transfers, and stop payments. Wire and ACH transfers will include repetitive and non-repetitive transactions. The system must include user defined security requirements.

The option to initiate wire transfers, ACH transactions, intra-bank transfers, and stop payments via telephone or by email (including the security of secondary telephone verification) is required in the event of emergency operations.

3. Incoming Wire Transfers

The City shall receive immediate credit for all incoming wire transfers. The Bank shall give both ledger and collected credit for incoming wire transfers on the day of receipt regardless of the time the Bank receives the transfer through the Fed wire system.

4. Deposit Processing

The processing of all cash and check deposits shall include encoding service, same day credit for deposits presented during business hours, clearing returned items twice, and return of stamped duplicate deposit slips to the City within one business day of the deposit.

The Bank will notify the City as soon as possible about any deposit adjustments and will e-mail to the City a copy of deposit adjustments, including supporting detail, prior to posting.

5. Bank Statements

The City requires a bank statement for each account within five (5) business days after the close of the calendar month. All paid items should be listed in serial sequence. Statements should include transaction activity through the last day of the period. For each account, the Bank shall furnish imaged copies of checks and deposits in numerical order. These statements must be available to the City via secure internet link.

6. Account Analysis Statements

The City requires a monthly account analysis statement which must be available to the City via secure internet link. The account analysis statement should report average ledger balances, average collected balances, legal reserve requirement, investable balances, earnings credit rate and amount, and balances required to offset fees. Each billable service should be listed and should include volume, unit price, and total price. All fees for which the Bank expects compensation should be included in the account analysis statement.

7. Positive Pay

The City requires positive pay with a three-way match (check number, payee, and check amount). A payment file with the required matching information will be uploaded to the Bank via secure internet link.

8. ACH Payments

The City requires the ability to pay its vendors via ACH by uploading a file to the Bank via secure internet link.

9. Merchant Services/Credit Card Services

The City may accept credit card payments at Municipal Court or Development Services/Permits in the future.

10. Overdrafts

The City makes every effort to avoid an overdraft position on any of its accounts. However, in the event a check or checks are presented for payment on any City account with insufficient funds, the City will require the Bank to pay said check and promptly notify the City's designated representative(s) of the overdraft position. The City agrees to cover the overdraft within a maximum of one (1) business day. The City will expect the Bank to view all City accounts together for applying charges on overdrawn collected balances.

11. Investments

The City may adopt an investment policy in the future and may manage its own investment portfolio and therefore reserves the right to withdraw, from time to time, any amount of funds on deposit in any City account for investment in accordance with the City's Investment Policy.

B. Exceptions

1. Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified and included in the submitted proposal.
2. An explanation as to why the exception, condition, or qualification is necessary should be provided. Any alternate language proposed by the respondent should be clearly stated in the proposal submission.

C. Fees for Services Provided

1. The City desires an equitable reimbursement arrangement for depository services and prefers a fee basis for services provided with an offsetting earnings credit on available balances. The monthly account analysis statement will be considered an invoice and monitored accordingly. The Bank shall calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis statement. Credit shall be given to the City based on the group of account balances rather than on any single account balance. The City prefers an annual earnings credit settlement where excess earnings credits may be carried forward from month-to-month up until the annual settlement versus a monthly earnings credit settlement.
2. **Proposal Form I (Appendix 1)** lists all depository services presently anticipated. Should the City request any service not presently included on Proposal Form I, the Bank's unit price for the service shall not exceed the Bank's price published at the time said service is added.
3. Please provide an explanation of the policy and methodology used in setting rates paid on interest bearing accounts including the basis for the rate calculation (T-Bill, Fed Funds, etc.) and the frequency of rate changes.

D. Other Stipulations

1. The Bank shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the depository agreement.
2. The Bank shall notify the City of any new services that become available during the contract period.
3. The Bank's records relating to City accounts shall be open to review by authorized City representatives. With prior written approval from the City, the City's appointed independent auditors may review the Bank's records relating to all City accounts. Any review of these records will be conducted during normal business hours. Access will not be unreasonably requested, nor should it be unreasonably withheld.
4. The Bank shall respond timely to confirmation requests made by the City's appointed independent auditors.

5. The Bank's records of City transactions will be considered public records pursuant to the *Texas Public Information Act*.
6. The City requires a review meeting with the Bank's designated liaison at least once annually, or as requested, to evaluate the working relationship between the City and the Bank and to address any problems that may arise.
7. The Bank shall be responsible for training and communicating the terms of this contract to its employees.

ACCOUNT INFORMATION

- A. The City shall initially establish the bank accounts listed in Exhibit A, Account Information. Other accounts may be set up during the term of the contract.
- B. All accounts require daily balance reporting through an internet banking system. Balance information should be available each morning no later than 8:00 a.m.
- C. Through the term of the depository services contract, the City reserves the right to open or close any number or type of accounts as it deems necessary. Fees proposed shall be fixed for the entire contract period except for increases imposed by Federal or State regulatory agencies. Any additional services requested by the City later shall be priced at a mutually agreed upon fee; however, the Bank's unit price for any service shall not exceed the Bank's price published at the time said service is added.

COLLATERAL REQUIREMENTS

A. Custodian

The Bank shall deposit with a third-party securities custodian pledged to secure deposits of the City. A custodian must meet the requirements of the Texas Public Funds Collateral Act, V.T.C.A., Government Code Ch. 2257 as amended ("Public Funds Collateral Act"), and shall be approved by the City. The City prefers the custodian to be either the Federal Reserve Bank, a branch of the Federal Reserve Bank, or a Federal Home Loan Bank. It is understood and agreed that the City will have a first and prior lien upon all securities that are pledged to City.

B. Collateral

The City's daily combined collected balances on deposit with the Bank must be secured with eligible securities authorized by the Public Funds Collateral Act and the City's Investment Policy. As security for the deposits of the City, the Bank shall pledge to the City securities with a market value equal to 103% of the combined balance (including any accrued interest on the combined balance) the City maintains in the Bank, less the insurance amount provided by the Federal Deposit Insurance Corporation (FDIC).

The market value shall be the market value of only the principal portion of the pledged securities. If the market value of the securities pledged falls below the required collateral level, the Bank must pledge additional securities no later than the end of the next

succeeding business day to increase the market value of pledged securities to the required collateral level.

C. Tri-Party Safekeeping (Depository Pledge) Agreement

A tri-party safekeeping agreement entered by the City, the Bank, and the custodian, shall define the City's rights to collateral in case of default, bankruptcy, or closing of the Bank and shall establish a perfected security interest in the pledged securities. The safekeeping agreement will require the custodian to:

1. Upon receipt of a pledged security, immediately identify on its books and records, by book entry or another method, the pledge of the security to the City;
2. Upon receipt of a pledged security, promptly issue and deliver to the City a safekeeping receipt identifying and evidencing receipt of the pledged security;
3. Hold all pledged securities in an account naming the City as the customer;
4. Within five (5) business days following the last business day of each month, provide or make available on-line directly to the City a report of all securities pledged to the City as of the last business day of each calendar month, which report shall include the complete security description including coupon rate, maturity date, par value, and current market value of each pledged security, and the total par and market values of all securities pledged to the City; and
5. Prohibit the release of any pledged securities without the written approval of the City.

D. Release or Substitution of Collateral

No collateral pledged to the City may be withdrawn, released, or substituted without the prior written consent of the City's designated representative(s). The City will release collateral only if it is satisfied that such collateral is not needed as security for the City's deposits.

E. Certification and Delivery of Collateral

In accordance with State law, the Board of Directors of the selected Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five (5) days before the commencement of the contract period.

EVALUATION

A. Evaluation Criteria

Award of the contract shall be made to the Bank whose proposal is considered the most advantageous and best value for the City, taking into consideration the Bank's knowledge and experience in municipal banking and the relative importance of the evaluation criteria listed below.

Evaluation Criteria:

- The terms and conditions for the performance of depository services, including the type and cost of services to be provided to the City.
- The cost-effectiveness of the depository services as reflected in the estimated cost of depository services and the earnings credit.
- The Bank's ability to provide the depository services requested by the City (the comprehensiveness of banking services available).
- The Bank's ability to provide the City with prompt, flexible, and efficient services. Considerations may include an assessment of the adequacy of the organization, facilities, equipment, and personnel, as these may impact the Bank's ability to provide prompt and efficient services.
- The Bank's financial viability.
- The Bank's experience and success in providing depository services to similar public entities as substantiated by references provided.
- The Bank's customer service as substantiated by references provided.
- The location of the nearest branch of the Bank.
- The services offered at the nearest branch of the Bank.
- The location of the Bank's lockbox processing center.
- The Bank's experience working with other cities or governmental units.

B. Proposal Review

Your response to this RFP will be reviewed and evaluated by City staff, which may include the City Administrator, the elected officials, and/or other staff members.

Based on these reviews and evaluations, City staff will forward a recommendation to the City Commissioners for final consideration.

SUBMITTAL INFORMATION

RFP Procedural and Content Questions (Requests for Clarification)

Proposers may identify errors, omissions, or ambiguities in the RFP. If so, or if there are doubts or concerns about the meaning of any part of this RFP, **requests for clarification should be submitted in writing by email to Kent Myers at kent.myers@cityofstarbase-texas.com by 12:00 p.m. CST on Wednesday June 18, 2025.** Emailed requests for clarification must include "RFP Depository Services" in the email subject line.

If an addendum is issued to address any submitted requests for clarification along with any changes to the RFP due to these clarifications. Addenda become a part of this RFP. The issuance of a written addendum is the only official method whereby interpretation, clarification, correction, or additional information can be given. It shall be each proposer's responsibility, prior to submitting a proposal, to visit the City's website at cityofstarbase-texas.com to determine if addenda were issued.

Submission

Interested parties wishing to submit a proposal must submit an RFP package consisting of one (1) electronic copy of the proposal and related documents. The electronic copy shall be in PDF format provided on a USB compatible flash drive. Submittals shall be delivered in a sealed envelope with the proposing Bank's name and address written on it.

Submittals must be delivered to the City Clerk at Starbase City Hall located at 39046 L B J Boulevard Brownsville, TX 78521 no later than 9:00 a.m. CST on June 23, 2025. If you use a delivery service, please allow adequate time for unanticipated delays because proposals received after the 9:00 a.m. June 23, 2025, deadline will not be considered. It is the proposer's responsibility to ensure their proposal is received by the City Clerk before the deadline.

Submittals shall be addressed:

RFP Depository Services

City Clerk at Starbase City Hall

39046 L B J Boulevard

Brownsville, TX 78521

All proposals will be publicly opened and the names of all proposers submitting a proposal will be read aloud on June 23, 2025, at 9:00 a.m., CST, or shortly thereafter at City Hall, in Starbase, Texas. The City assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the wrong address.

Late Submittals

Proposals received after the time and date specified in this RFP are late and shall be deemed non-responsive and will be eliminated from consideration.

Rejection Of Proposals/Cancellation

The City reserves the right to reject all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of the City. The City reserves the right to cancel this RFP at any time.

Minimum RFP Acceptance Period

Proposals may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

Non-Collusion

By submitting a response to this RFP, the proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer. By submitting a proposal, the proposer represents and warrants that no official or employee of the City has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

Taxes

The City is tax exempt. No sales tax will be charged on any products or services provided by the Bank to the City.

Disclosure of Proposal Contents

All documents submitted in response to this RFP shall become the property of the City and subject to the Texas Public Information Act (TPIA).

Proposals will be handled in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. It is specifically provided, however, that each proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information. Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". If such material is not conspicuously identified, then by submitting its proposal, a proposer agrees that such material is considered public information.

Throughout the duration of the procurement process and resulting contract term, proposer must secure from the City written approval prior to the release of any information that pertains to services or activities covered by the RFP or the resulting contract. Failure to adhere to this requirement may result in disqualification of the proposer's proposal or termination of the contract.

Proposal Format and Content

The proposal should conform to the required format prescribed below.

- TAB A** **Cover Letter** – Briefly describe the Bank's experience in providing depository services to Texas public sector clients. Include the name and address of the proposing Bank and the name and contact information (telephone number and email address) for the individual(s) authorized to answer technical, price, and/or contract questions. The cover letter must state that the proposal may not be withdrawn prior to June 23, 2025, and it must be signed by a person authorized to contractually bind the Bank.
- TAB B** **Completed Proposal Form 1 (Bank Services Pricing)** - Complete Proposal Form 1 reflecting applicable fees and charges for the services requested. This form should be completed for unit pricing or flat rate charges. Total charges should also be calculated for each service based on the estimated service volumes included on the form. The Bank may include the cost of any services not listed on Proposal Form 1 that the Bank determines are appropriate to be included and which would be included in its pricing.
- TAB C** **Completed Proposal Form 2 (Financial Institution Questionnaire)** - Complete the Financial Institution Questionnaire and include attachments, as needed, to complete each question.
- TAB D** **Completed Proposal Form 3 (Request for Additional Information)** - Provide any information concerning the bank service requirements listed on Proposal Form 1 or information on any additional services which you offer which are not listed on Proposal Form 1 which you think is pertinent. If providing information on services not listed on Proposal Form 1, please provide per unit pricing.
- TAB E** **Completed Proposal Form 4 (Certification)**
- TAB F** **Completed Proposal Form 5 (References)** - Complete Proposal Form 5 by providing references for three (3) Texas public sector clients currently served by your Bank.
- TAB G** **Completed Proposal Form 6 (Proposer Information Form)**
- TAB H** **Completed Proposal Form 7 (Affidavit of Ownership or Control)**
- TAB I** **Completed Proposal Form 8 (Conflict of Interest Questionnaire)**
- TAB J** **Completed Proposal Form 9 (House Bill 89, 85th Legislature Verification)**
- TAB K** **Completed Proposal Form 10 (House Bill 13, 87th Legislature Verification)**
- TAB L** **Completed Proposal Form 11 (House Bill 19, 87th Legislature Verification)**

TAB M Earnings Credit - Provide the earnings credit rate and any pertinent information that explains the application of the earnings credit. Specifically state the settlement period – monthly, annually, etc.

TAB N Please Provide Samples of the Following:

- Bank Statement
- Account Analysis Statement
- Daily Balance and Account Activity Reports
- Monthly Pledged Collateral Report
- Depository Agreement
- Depository Pledge/Custody Agreement
- Tri-Party Safekeeping Agreement
- Funds Transfer Agreement
- Any other required agreements

TAB O Financial Information - Provide the most recent annual audited financial statements along with the two (2) most recent quarterly FDIC Call Reports.

TAB P W-9 - Provide a current W-9 for the Bank.

TAB Q Additional Information - Provide any additional information not previously specified which the Bank considers essential to the proposal.

GENERAL TERMS AND CONDITIONS

Negotiations

Negotiations may be conducted with any Bank whose submission would have a reasonable expectation for selection based on all the criteria set forth in this RFP. The Bank(s) may be given an opportunity to make a presentation to and/or interview with City staff. Following any presentations or interviews, Banks would be ranked in order of preference and contract negotiations would begin with the highest ranked Bank. Should negotiations with the highest ranked Bank fail to yield a contract, or if the highest ranked Bank is unable to execute said contract, negotiations would be formally ended and negotiations would then commence with the second highest ranked Bank, etc.

Disclosure

At the public opening, there will be no disclosure of contents to the respondents, and all proposals will be kept confidential during the evaluation and negotiation process. Except for trade secrets and confidential information which the Bank identifies as proprietary, all proposals will be available for public inspection after the contract award, in accordance with the Texas Public Information Act.

Addenda

If it becomes necessary to change the published RFP documents, all the foregoing terms and conditions and all performance requirements will apply to the published addenda. All published addenda must be signed and included with the proposal as acknowledgement of the addenda. Any changes will be provided to all known and interested proposers simultaneously; however, each proposer is responsible for obtaining all published addenda from the City or by downloading these documents from the City's website. Visit the City's website at cityofstarbase-texas.com to determine if addenda were issued and to download any such addenda. The City assumes no responsibility for any proposer's failure to obtain and/or properly submit addenda. Failure to acknowledge and submit addenda may be cause for the proposal to be rejected. The City's decision to accept or reject any proposal due to a failure to acknowledge and submit addenda will be final.

City Contact Information

All statements should be sent to:

City of Starbase, 39046 LBJ Boulevard, Brownsville, Texas 78521

All invoices shall be sent to:

City of Starbase, Attention: Accounts Payable, 39046 LBJ Boulevard, Brownsville, Texas 78521, or emailed to accounts payable.

Procedures and Miscellaneous Items

All respondents to this RFP shall indemnify and hold harmless the City, and any of their employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. If this RFP is withdrawn or the project canceled for any reason, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the proposal. However, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal as non-responsive.

The Vendor shall comply with applicable federal, state, and local laws and regulations.

Conflict of Interest Questionnaire

Proposer agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person who enters or seeks to enter a contract with the City to file a Conflict-of-Interest Questionnaire Form (Form CIQ) with the proposal.

Form 1295 "Certificate of Interested Parties"

Proposer must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate

of Interested Parties” upon notification that proposer has been recommended for award. Form 1295 requires disclosure of “interested parties” with respect to entities that enter contracts with cities. These interested parties include:

- A. persons with a “controlling interest” in the entity, which includes:
 - 1. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (10) percent;
 - 2. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
 - 3. service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers; or
- B. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized, and filed with the City. For more information, please review the Texas Ethics Commission Rules at www.ethics.state.tx.us/rules/.

Proposer’s Ethical Behavior

By submission of its proposal, the proposer promises that proposer’s officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the proposer’s proposal submitted in response to this RFP, directly or indirectly, through any contact with the City’s council members or other City officials between the date this RFP is released to the public and the date a Contract is awarded by the City. Such behavior will be cause for rejection of the proposer’s proposal at the discretion of the City.

EXHIBIT A

CITY OF STARBASE ACCOUNT INFORMATION

**City of Starbase
Account Information**

The City of Starbase plans to maintain an Operating Account which will cover most of the day-to-day banking transactions and activities. The Operating Account will be used to make and receive daily deposits including remote deposits, ACH deposits, wired fund deposits, cash deposits, and for making payments to City's various vendors by checks and wired funds as well as for biweekly payroll payments to employees by checks and direct deposits (ACH), etc.

Additionally, the City may maintain other deposit accounts used in the business of the City and the agreement will include all other deposit accounts of the City of Starbase. The Bank is to provide an operating account and any other separate banks accounts for restricted special purpose government funds.

APPENDIX 1
PROPOSAL FORM 1
BANK SERVICE REQUIREMENTS

City of Starbase
Request for Proposal – Depository
Services

PROPOSAL FORM 1

BANK SERVICES PRICING

Please include either the applicable unit pricing or rate, fixed monthly fees, and fixed annual fees in the following table, then include in the far-right column the total estimated annual fees associated with each service. Please provide any explanatory comments you feel are necessary or helpful regarding the pricing information.

| Depository Services | Unit Price / Rate | Fixed Monthly Fees | Fixed Annual Fees | Estimated Total Annual Fees |
|--|--------------------------|---------------------------|--------------------------|------------------------------------|
| Balance Based Services & Fees | | | | |
| FDIC Insurance Assessment - % of Average Balance | % | | | \$ |
| | | | | |
| General Account Services | | | | |
| Monthly Account Analysis Fee | | \$ | | \$ |
| | | | | |
| Depository Services | | | | |
| Credits Posted | \$ | | | \$ |
| Debits Posted | \$ | | | \$ |
| Items Deposited - On-Us | \$ | | | \$ |
| Items Deposited - Transit | \$ | | | \$ |
| Items Deposited - Chargeback | \$ | | | \$ |
| Redeposited Items | \$ | | | \$ |
| Monthly Account Maintenance Fee | | \$ | | \$ |
| ACH Credits Received | \$ | | | \$ |
| ACH Debits Received | \$ | | | \$ |
| | | | | |
| Wire Transfer Services | | | | |
| Incoming Wires | \$ | | | \$ |
| Domestic Wires Out | \$ | | | \$ |
| International Wires Out | \$ | | | \$ |
| | | | | |
| Armored Truck Services | | | | |
| Armored Truck Pick-Up Days | \$ | | | \$ |
| | | | | |
| Third Party Services | | | | |
| Monthly Third-Party Pass-Thru Fee | | \$ | | \$ |

| Depository Services | Unit Price / Rate | Fixed Monthly Fees | Fixed Annual Fees | Estimated Total Annual Fees |
|--|-------------------|--------------------|-------------------|-----------------------------|
| | | | | |
| Vault Services | | | | |
| Deposits | \$ | | | \$ |
| Deposits With Cash (add-on fee) | \$ | | | \$ |
| Deposits With Loose Change (add-on fee) | \$ | | | \$ |
| Deposits With Rolled Coin (add-on fee) | \$ | | | \$ |
| Deposit Corrections | \$ | | | \$ |
| 9 x 12 Inch Plastic Deposit Bag Orders | \$ | | | \$ |
| Faxed Vault Change Orders | \$ | | | \$ |
| Vault Change Orders | \$ | | | \$ |
| | | | | |
| Lock Box Services | | | | |
| Wholesale Lockbox – Monthly Maintenance | | \$ | | \$ |
| Retail Lockbox – Monthly Maintenance | | \$ | | \$ |
| Retail Items With Coupon | \$ | | | \$ |
| Exception Items | \$ | | | \$ |
| Data Transmission | \$ | | | \$ |
| Courier Prep | \$ | | | \$ |
| Mail Without Check | \$ | | | \$ |
| Retail Item Without Coupon | \$ | | | \$ |
| Image Items | \$ | | | \$ |
| Per Deposit Charge | \$ | | | \$ |
| Data Entry Keystrokes | \$ | | | \$ |
| Receivables Online – Monthly Maintenance | \$ | | | \$ |
| E-Lockbox – Monthly Maintenance | \$ | | | \$ |
| E-Lockbox Items | \$ | | | \$ |
| Standard Reassociation | \$ | | | \$ |
| Annual PO Box Rental Fee | | | \$ | \$ |
| Item Encoding Charge | \$ | | | \$ |
| | | | | |
| Positive Pay Services | | | | |
| Monthly Positive Pay Maintenance (3-Way Match) | | \$ | | \$ |
| Positive Pay Exception Items | \$ | | | \$ |
| ACH Positive Pay Return | \$ | | | \$ |
| Positive Pay Return | \$ | | | \$ |
| Monthly ACH Positive Pay Maintenance | | \$ | | \$ |
| Add ACH Positive Pay Filter | \$ | | | \$ |

| Depository Services | Unit Price / Rate | Fixed Monthly Fees | Fixed Annual Fees | Estimated Total Annual Fees |
|---|-------------------|--------------------|-------------------|-----------------------------|
| Update ACH Positive Pay Filter | \$ | | | \$ |
| ACH Positive Pay Exceptions | \$ | | | \$ |
| | | | | |
| General ACH Services | | | | |
| Monthly ACH Maintenance | | \$ | | \$ |
| Transmission Files Processed | \$ | | | \$ |
| Debit Items Originated | \$ | | | \$ |
| Credit Items Originated | \$ | | | \$ |
| Return or Reject Debit Entries | \$ | | | \$ |
| Return or Reject Credit Entries | \$ | | | \$ |
| Exception File Count - Originations | \$ | | | \$ |
| Overlimit File Count - Originations | \$ | | | \$ |
| Same Day Debit Items Originated | \$ | | | \$ |
| Same Day Credit Items Originated | \$ | | | \$ |
| Items Deleted/Reversed | \$ | | | \$ |
| Transmit Acknowledgements | \$ | | | \$ |
| Originated Debit Return Unauthorized Items | \$ | | | \$ |
| Originated Credit Return Unauthorized Items | \$ | | | \$ |
| | | | | |
| Online Services | | | | |
| Monthly Online Maintenance Fee | | \$ | | \$ |
| Monthly IR Transaction Accounts Fee | | \$ | | \$ |
| Monthly Wire Maintenance Fee | | \$ | | \$ |
| Electronic Report | \$ | | | \$ |
| Previous Day Transactions | \$ | | | \$ |
| Intraday Transactions | \$ | | | \$ |
| Total Users Enrolled | \$ | | | \$ |
| Stop Payments | \$ | | | \$ |
| Bank Transfers | \$ | | | \$ |
| | | | | |
| Safekeeping Services | | | | |
| Monthly Fee for Safekeeping Maintenance | | \$ | | \$ |
| | | | | |
| Other Fees Not Listed Above | | | | |
| | | | | |
| | | | | |

APPENDIX 2
PROPOSAL FORM 2
FINANCIAL INSTITUTION QUESTIONNAIRE

PROPOSAL FORM 2
DEPOSITORY QUESTIONNAIRE

1. How is the Bank chartered?
2. Disclose available public information concerning any known upcoming changes in the ownership, management, or financial position of the Bank or its parent holding company.
3. Does the Bank have any significant problems noted by regulatory agencies in the past 24 months?

If yes, please explain.

4. Indicate the address of the branch closest to Starbase.
5. If multiple locations exist locally, indicate the location that will handle the processing of the City's transactions.
6. Indicate the Bank's capital to assets ratio for the last five (5) years.
7. What was the Bank's 2024 return on assets (ROA)?
8. Attach copies of the Bank's most recent FDIC (UPBR) call reports.
9. Is the Bank a branch bank or will it soon become a branch bank? If so, please indicate which services will be provided from the Bank's branch location and which will be provided by the main Bank.
10. Please provide a brief biography of the Bank representative who will be the City's liaison.

APPENDIX 3

PROPOSAL FORM 3

REQUEST FOR ADDITIONAL INFORMATION

PROPOSAL FORM 3
REQUEST FOR ADDITIONAL INFORMATION

Please provide information concerning the services below and any additional services that you offer and think the City would benefit from.

APPENDIX 4
PROPOSAL FORM 4
CERTIFICATION

PROPOSAL FORM 4

CERTIFICATION

The undersigned affirms that they are duly authorized to represent this Bank, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the Bank agrees to all terms and conditions contained in this proposal.

Signed By: _____

Date:

Printed Name: _____

Title:

Bank: _____

Email: _____

Phone: _____

Mailing Address: _____

APPENDIX 5
PROPOSAL FORM 5
REFERENCES

PROPOSAL FORM 5

REFERENCES

Three (3) references for Texas public sector clients you currently serve must be included with the submittal. City of Starbase reserves the right to contact the references provided.

References for: _____
(Company Name)

Reference 1:

Name of Client (Agency) _____

Contact Person and Title _____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Reference 2:

Name of Client (Agency) _____

Contact Person and Title _____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Reference 3:

Name of Client (Agency) _____

Contact Person and Title _____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

APPENDIX 6

PROPOSAL FORM 6

PROPOSER INFORMATION FORM

PROPOSAL FORM 6

PROPOSER INFORMATION FORM

| | |
|----------------------------|--|
| BANK'S FULL BUSINESS NAME: | |
| | |
| PHYSICAL ADDRESS: | |
| | |
| | |
| | |
| | |
| CONTACT PERSON: | |
| PHONE #: | |
| EMAIL ADDRESS: | |
| | |
| BANK'S WEBSITE: | |
| | |
| BANK'S TAX ID#: | |
| | |

APPENDIX 7

PROPOSAL FORM 7

AFFIDAVIT OF OWNERSHIP OR CONTROL

PROPOSAL FORM 7

AFFIDAVIT OF OWNERSHIP OR CONTROL

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §
COUNTY OF _____ § AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereinafter "Affiant"),
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of
_____ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]
("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
☐ CORPORATION
☐ PARTNERSHIP
☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE
☐ LIMITED LIABILITY COMPANY
☐ OTHER (Specify type in space below):

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
☐ UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF EMAIL ADDRESSES IS OPTIONAL

BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

**5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")**

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

6. Optional Information

Contracting Entity and/or _____

[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing
the accuracy and/or amount of taxes levied against

_____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

(Seal)

Notary Public in and for the State of Texas

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

APPENDIX 8
PROPOSAL FORM 8
FORM CIQ
(CONFLICT OF INTEREST QUESTIONNAIRE)

PROPOSAL FORM 8
FORM CIQ (CONFLICT OF INTEREST QUESTIONNAIRE)

Conflict of Interest Questionnaire:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

5

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (2) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (3) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a

family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

APPENDIX 9

PROPOSAL FORM 9

STATE OF TEXAS – HOUSE BILL 89, 85TH

TEXAS LEGISLATURE VERIFICATION

PROPOSAL FORM 9

STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, Texas Government Code:

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

Date

Position/Title

Signature of Company Representative

APPENDIX 10

PROPOSAL FORM 10

STATE OF TEXAS – HOUSE BILL 13, 87TH

TEXAS LEGISLATURE VERIFICATION

PROPOSAL FORM 10

STATE OF TEXAS – HOUSE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not boycott energy companies currently; and**
- 2. Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott Energy Companies" means, without an ordinary business purpose, 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 with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a) above; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date

Position/Title

Signature of Company Representative

APPENDIX 11

PROPOSAL FORM 11

STATE OF TEXAS – HOUSE BILL 19, 87TH

TEXAS LEGISLATURE VERIFICATION

PROPOSAL FORM 11

STATE OF TEXAS – HOUSE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
- 2. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association"
 - a. means, with respect to the entity or association, to:
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b. does not include:
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
 - ii. Aa company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date

Position/Title

Signature of Company Representative