

LEGAL NOTICE

BIDS FOR THE GUADALUPE APPRAISAL DISTRICT DEPOSITORY

Notice is hereby given, in conformity with §252.041 Local Government Code & §6.09 Texas Tax Code that Guadalupe Appraisal District will enter into a two-year contract beginning May 19, 2020, for the depository bid of the public funds of the Guadalupe Appraisal District.

Banking corporations, associations, or individual banks in Guadalupe County, whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation, are invited to submit sealed bids by US Mail or and-delivery to:

Guadalupe Appraisal District
Attn: Peter Snaddon, Chief Appraiser
3000 N. Austin St., Seguin, TX. 78155

The deadline to submit bids is 8:30 a.m. on Thursday, April 23, 2020, at which time said bids will be publicly opened.

Said bids will be submitted to the Guadalupe Appraisal District Board of Directors at 5:30 p.m. on Wednesday, May 6, 2020 at 3000 N. Austin St., Seguin, TX. 78155, for the purpose of selecting a depository for public funds of the Guadalupe Appraisal District. Bidders are invited to be present.

To obtain a copy of specifications for said depository bid, contact Guadalupe Appraisal District, Attn. Peter Snaddon, Chief Appraiser, 3000 N. Austin St., Seguin, Texas 78155.

The above is to be published two (2) times in the Seguin Gazette Enterprise:

Wednesday, April 08, 2020

Wednesday, April 15, 2020

Please send Publisher's Affidavit to: Guadalupe Appraisal District, Attn. Peter Snaddon, Chief Appraiser, 3000 N. Austin, Texas 78155.

The District reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept the proposal deemed to be in the best interests of the District.

GENERAL PROVISIONS

The Guadalupe Appraisal District (the District) is a government agency, duly organized and existing under the Constitution and Laws of the State of Texas as set forth in the Texas Property Tax Code and is a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986.

The District is authorized under the Constitution and Laws of the State of Texas to enter into those transactions contemplated, and to perform all of its obligations. The District operates on a calendar year budget cycle.

The District is governed by a five-member Board of Directors, appointed by the taxing jurisdictions for which the District appraises property. The county tax assessor-collector serves as a voting member. The District has obtained such approvals and consents as are necessary to complete this proposal.

The contents of the successful proposal will become a part of the contract. Any damages accruing to the District as a result of the Financial Institution's failure to contract may be recovered from the Financial Institution.

Financial Institution is and shall be an independent contractor in the performance of this contract.

The initial contract term is two years with options to renew for an additional two-year term, unless otherwise changed by State Law. The initial contract term shall commence May 19, 2020 and end on May 18, 2022. Upon expiration of the initial contract term or period of extension, Bank will agree to hold over under the terms and conditions of the contract for such period of time as is reasonably necessary, but no less than ninety (90) days, to re-solicit and select a new depository.

By mutual written agreement, the parties may modify or change services used. It is anticipated that the range of services described in this invitation will be used for the contract term. However, the District may discontinue any service after thirty (30) days written notice to the Bank. Should new services be added, the parties would negotiate the cost of new services at that time. In no case, however, will the cost of the new service exceed the Bank's most recently published price.

The District reserves the right to exclude certain services, which are not included in the scope of this proposal, from consideration in this contract and to separately contract with other financial institutions at the District's expense for the purchase of such excluded services.

The District reserves the right to reject any or all proposals and re-solicit or cancel the proposal if deemed in the best interest of the District. The District may, at its option, consider and accept a proposal even though not prepared and submitted in strict accordance with the provisions hereof, by waiving informalities, minor irregularities, and/or technicalities in proposal responses, provided that they do not impact competition or result in functionally unacceptable services.

Financial Institution agrees that they shall be in compliance with all laws, statutes, and other Federal, State, and Local provisions prevailing during the term of this contract.

Financial Institution shall designate a representative in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements with the District.

FINANCIAL INSTITUTION SHALL INDEMNIFY AND HOLD HARMLESS GUADALUPE APPRAISAL DISTRICT, ITS OFFICERS, AGENTS, BOARD OF DIRECTORS AND EMPLOYEES FROM ANY AND ALL CLAIMS OF LOSSES WHICH MAY RESULT FROM ANY NEGLIGENCE OR MISCONDUCT ON THE PART OF THE FINANCIAL INSTITUTION, HIS

AGENTS, EMPLOYEES, OR REPRESENTATIVES AND SHALL IN ALL WAYS HOLD THE DISTRICT, ITS OFFICERS, AGENTS, BOARD OF DIRECTORS AND EMPLOYEES HARMLESS FROM ANY SUCH CLAIMS, LOSSES, OR DAMAGES REGARDLESS OF WHETHER OR NOT SUCH MAY BE CAUSED IN PART BY AN OFFICER, AGENT, DIRECTOR OR EMPLOYEE OF THE DISTRICT.

The District reserves the right to terminate its contract for any reason upon giving ninety (90) days written notice. In addition, the District reserves the right to terminate its contract immediately for non-performance of any requirements and/or conditions stipulated herein. The District will serve written notification of non-performance with the Bank. However, this provision shall not limit the District's options to terminate its contract immediately, for cause, if in the best interest of the District. a. In the event of termination, the Bank will agree to hold over under the terms and conditions of the Contract for such period of time as is reasonably necessary, but no less than ninety (90) days, to re-solicit and select a new depository.

All public funds of the District require that deposits be secured with eligible security(s) by the Bank in accordance with the Public Funds Collateral Act (Texas Statute Chapter 2257) for balances exceeding FDIC coverage. Eligible security shall mean those investments defined by Texas Statute, typically a surety bond or an investment security. Investment securities pledged must be held at a third-party financial institution approved by the District in the District's name.

The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District. By signing and submitting the proposal, the Bidder certifies and represents to the District the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning the bid.

The criteria that will be used to make the selection include the following, but not necessarily limited to or in the order listed:

- Ability to provide the specified banking services and accounts required by the District;
 - Agreement to points outlined in the RFP;
 - Security of District funds;
- Proposed fees to provide banking services;
 - References from current clients;
- Contractor's prior relationship with the District (if applicable);
 - Quality and completeness of proposal submitted;
- Ability to meet the needs of the District and provide the "best value".

Required submission of Form 1295, as outlined in §2252.908, Texas Government Code with the Texas Ethics Commission will be required within 30 days of contract award.

§252 Local Government Code and §6.09 Texas Tax Code set out requirements for selection of a depository

DESIGNATION OF DISTRICT DEPOSITORY

§6.09:

(a) The appraisal district depository must be a banking corporation incorporated under the laws of this state or the United States or a savings and loan association in this state whose deposits are insured by the Federal Savings and Loan Insurance Corporation.

(b) The appraisal district board of directors shall designate as the district depository the financial institution or institutions that offer the most favorable terms and conditions for the handling of the district's funds.

(c) The board shall solicit bids to be designated as depository for the district. The depository when designated shall serve for a term of two years and until its successor is designated and has qualified. The board and the depository may agree to extend a depository contract for one additional two-year period.

(d) To the extent that funds in the depository are not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, they shall be secured in the manner provided by law for the security of funds of counties.

The governing body has not adopted a written policy allowing bids to be received from a banking corporation, association or individual bank that is not doing business within the District.

It shall be the responsibility of the successful bidder to monitor the deposits of the Appraisal District to ensure that there are sufficient securities at all times.

The Appraisal District Board of Directors shall designate as the district depository the financial institution or institutions that offer the most favorable terms and conditions for handling of the district funds. It is not the policy of the Board of Directors to award the contract on the basis of high interest bid alone; quality to include service, cost of services and suitability to purpose being controlling factors, it being understood that the Appraisal District reserves the right to arrive at such by whatever means it may determine.

§6.036 of the Texas Tax Code prohibits an appraisal district from contracting with a depository in which a member of the board has a substantial interest. "Substantial interest" exists when a director and his or her spouse have a combined ownership of at least 10 percent of the voting stock or shares of the depository, or the directors or his or her spouse serve as a partner, limited partner or officer of the depository.

In bidding on the right to contract with Guadalupe Appraisal District to act as Depository, the following information must also be included in the bid. A bid will not be considered if any information required on the bid form is not furnished.

The bid shall indicate the amount or percentage rate of interest that is proposed for the two-year contract period. Bids shall detail the required length of time and amounts of deposits required for earning interest (not to exceed twelve months).

The bid shall indicate the amount or percentage rate paid on demand savings accounts, and the limits which would be placed on the Guadalupe Appraisal District.

The bid shall indicate the amount of interest charged the Appraisal District, should it become necessary for the Board of Directors to borrow certain amounts of money during the depository contract period.

The bid shall indicate whether or not Certificates of Deposit or other investments with the successful bidder could be liquidated, should the occasion arise, whereby the funds invested were needed for the operation of the Appraisal District.

The Guadalupe Appraisal District shall invest funds in accordance with the adopted Investment Policy.

The bid shall indicate whether or not funds may be placed into an account bearing interest with the privilege of issuing negotiable instruments against such accounts, and indicate the amount or percentage rate paid on this account and the limits which would be placed on the Guadalupe Appraisal District.

A list of services to be offered to the Appraisal District must be detailed in the bid, on Exhibit A Depository Bid Summary Sheet. The Guadalupe Appraisal District will have electronic payroll requirements as well as the ability to receive monthly statements electronically. The computerized payroll checks must meet certain specifications, and your available assistance, if any, should be stated.

The bid shall list all charges for the use of a safety deposit box for the contract term.

The bid shall list all charges for any and all services to be rendered to the Guadalupe Appraisal District.

Inclusion of a cover letter. The cover letter must include the name of the proposing bank, principal business address, and contact individuals authorized to answer proposal questions and/or evaluate pricing. Include the contact individuals' telephone and fax number, mailing address, and e-mail address. The cover letter must be signed by the Bank officer authorized to bind the proposing Bank and validate the proposal.

Completed Exhibit A & Signed Ethics Statement (Exhibit B).

Please submit sealed bids to:

Guadalupe Appraisal District
Attn: Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
3000 N. Austin Street
Seguin, Texas 78155

EXHIBIT B

The undersigned firm, by signing and executing this Bid, certifies and represents to the Guadalupe Appraisal District that the firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this Bid; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Bid, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Guadalupe Appraisal District concerning this Bid on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this RFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Guadalupe Appraisal District in return for the person having exercised their person's official discretion, power or duty with respect to this Bid; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Guadalupe Appraisal District in connection with information regarding this Bid, the submission of this Bid, the award of this Bid or the performance, delivery or sale pursuant to this Bid.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GUADALUPE APPRAISAL DISTRICT, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES AND LIABILITIES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS RFP.

I have read the general provisions and specifications of the Bid requirements in their entirety. I hereby certify that the above bid general provisions and specifications have been met and all offerings will comply with the District's Investment Policy.

Name of Bank

Contact Person

Date

Signature

Before me, the undersigned authority, this day personally appeared _____
(Name of Affiant)

And by oath swore that the facts herein above are true and correct to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this the ____ day of _____, 2020.

Notary Public in and for the State of Texas

My commission expires: _____

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