

HUNT COUNTY BID AWARD TABULATION
Formal Proposal #173-18
Third Party Financing of Heavy Equipment for Hunt County Precinct 1
June 12, 2018

Financed for 30 months	Financial Institution						
	Alliance Bank	American National Bank	BB&T	Bancorp South Equip Finance	BankFunding LLC*	U.S. Bancorp Government Leasing & Finance, Inc.	Carlyle Capital Markets, Inc.
Amount quoted to Finance	\$245,950.00	\$245,950.00	\$245,950.00	\$245,950.00	\$245,950.00	\$245,950.00	NO BID
Annual Interest Rate	3.00%	4.99%	2.96%	3.34%	3.13%	3.08%	NO BID
Monthly Payment	\$8,519.00 (est.)	\$8,737.35	\$8,515.52	\$8,556.77	\$8,533.96	\$8,528.53	NO BID
Total Interest Paid	TBD	\$16,170.50	\$9,515.60	\$10,753.22	\$10,068.80	\$9,905.93	NO BID
Total Repaid	TBD	\$262,120.50	\$255,465.60	\$256,703.22	\$256,018.80	\$255,855.93	NO BID
UCC Filing							
MAC (if applicable)							
Title Lienholder Addition Fee							
Administrative Costs	N/A	None	None	None	None	None	
Document Fees	N/A	None	None	None	None	None	
Penalty for early payoff	None	None	None	None	1.00%	Prepayment permitted after 12 months	
*BankFunding, LLC - Lessee would be responsible for escrow bank fee, if required.							
The Purchasing Department & Hunt County Auditor, Tammi Byrd recommend award to BB&T (Branch Banking and Trust Co.)							

#15,123

By *Jennifer Lindenzweig*
 JENNIFER LINDENZWEIG
 Clerk, Hunt County, TN
 JUN 12 2018
 FILED FOR RECORD
 at 1:30 o'clock
 JUN 12 2018

Governmental Finance

5130 Parkway Plaza Boulevard
 Charlotte, North Carolina 28217
 (704) 954-1700
 Fax (704) 954-1799

June 5, 2018

Cheryl Lowry
 Hunt County Purchasing Agent
 2507 Lee Street, Room 104
 Greenville, Texas 75401

Re: Third Party Financing of Heavy Equipment for Hunt County Precinct ~~2~~ ¹ ~~#152-17~~ ¹⁷³⁻¹⁸

Dear Ms. Lowry:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by Hunt County, Texas (the "County").

- (1) **Project:** Heavy Equipment for Hunt County Precinct 1
- (2) **Amount to Be Financed:** \$245,950.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

Maturity Date	Rate
December 31, 2020	2.96%

Payments shall be monthly in arrears.

The interest rate stated above is valid for a closing not later than July 16, 2018. Closing of the financing is contingent upon completing documentation acceptable to BB&T.

If necessary, the financing proceeds shall be deposited on behalf of the County in a project fund account with Branch Banking & Trust Company. Earnings on the project fund shall accrue to the benefit of the County for use on Project costs or interest payments.

Remuneration for our legal review and underwriting expenses for this financing transaction shall be \$0. All applicable costs of counsel for the County and any other costs (MAC fees, etc.) shall be the County's responsibility and separately payable by the County. The financing documents shall allow prepayment of the principal balance in whole at par on any payment date.

The stated interest rate assumes that the County expects to borrow no more than \$10,000,000 in calendar year 2018 and that the County shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3) as they may pertain to the Lease Purchase, and in accordance with Texas state

statutes. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

BB&T and its counsel shall prepare all documentation for the County. This financing shall be secured by a first lien security interest in all personal property acquired with proceeds. Please note that BB&T will disperse loan proceeds via wire or check, allowing a maximum of four (4) disbursements per transaction.

* * * * *

BB&T appreciates the opportunity to provide this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer. Should BB&T be the winning proposer, we have included a resolution approving the financing terms for the governing body's consideration.

BB&T shall have the right to cancel this offer by notifying the County of its election to do so (whether or not this offer has previously been accepted by the County) if at any time prior to the closing there is a material adverse change in the County's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the County or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (704) 954-1706 with your questions and comments. We look forward to hearing from you.

Sincerely,

Branch Banking and Trust Company



Mary Parrish Coley
Senior Vice President

Enclosure(s)

Compound Period: Monthly

Nominal Annual Rate: 2.960%

Event	Date	Amount	Number	Period	End Date
1 Loan	6/30/2018	245,950.00	1		
2 Payment	7/31/2018	8,515.52	30	Monthly	12/31/2020

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	6/30/2018				245,950.00
1	7/31/2018	8,515.52	606.68	7,908.84	238,041.16
2	8/31/2018	8,515.52	587.17	7,928.35	230,112.81
3	9/30/2018	8,515.52	567.61	7,947.91	222,164.90
2018 Totals		25,546.56	1,761.46	23,785.10	
4	10/31/2018	8,515.52	548.01	7,967.51	214,197.39
5	11/30/2018	8,515.52	528.35	7,987.17	206,210.22
6	12/31/2018	8,515.52	508.65	8,006.87	198,203.35
7	1/31/2019	8,515.52	488.90	8,026.62	190,176.73
8	2/28/2019	8,515.52	469.10	8,046.42	182,130.31
9	3/31/2019	8,515.52	449.25	8,066.27	174,064.04
10	4/30/2019	8,515.52	429.36	8,086.16	165,977.88
11	5/31/2019	8,515.52	409.41	8,106.11	157,871.77
12	6/30/2019	8,515.52	389.42	8,126.10	149,745.67
13	7/31/2019	8,515.52	369.37	8,146.15	141,599.52
14	8/31/2019	8,515.52	349.28	8,166.24	133,433.28
15	9/30/2019	8,515.52	329.14	8,186.38	125,246.90
2019 Totals		102,186.24	5,268.24	96,918.00	
16	10/31/2019	8,515.52	308.94	8,206.58	117,040.32
17	11/30/2019	8,515.52	288.70	8,226.82	108,813.50
18	12/31/2019	8,515.52	268.41	8,247.11	100,566.39
19	1/31/2020	8,515.52	248.06	8,267.46	92,298.93
20	2/29/2020	8,515.52	227.67	8,287.85	84,011.08
21	3/31/2020	8,515.52	207.23	8,308.29	75,702.79
22	4/30/2020	8,515.52	186.73	8,328.79	67,374.00
23	5/31/2020	8,515.52	166.19	8,349.33	59,024.67
24	6/30/2020	8,515.52	145.59	8,369.93	50,654.74
25	7/31/2020	8,515.52	124.95	8,390.57	42,264.17
26	8/31/2020	8,515.52	104.25	8,411.27	33,852.90
27	9/30/2020	8,515.52	83.50	8,432.02	25,420.88
2020 Totals		102,186.24	2,360.22	99,826.02	
28	10/31/2020	8,515.52	62.70	8,452.82	16,968.06
29	11/30/2020	8,515.52	41.85	8,473.67	8,494.39
30	12/31/2020	8,515.52	21.13	8,494.39	0.00
2021 Totals		25,546.56	125.68	25,420.88	
Grand Totals		255,465.60	9,515.60	245,950.00	

County of Hunt
STATE OF TEXAS

PURCHASING DEPARTMENT
2507 Lee Street, Room 104
Greenville, Texas 75401



PHONE: (903) 408-4148
FAX: (903) 408-4242
clowry@huntcounty.net

Request for Proposal

**Formal Proposal # 173-18, Third Party Financing of Heavy Equipment for
Hunt County Precinct 1**

Proposals, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00A.M. Central Time, Tuesday, June 5, 2018.**

The Hunt County Purchasing Department is willing to assist any proposer in the interpretation of proposal provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, Texas, 75401 or by calling (903) 408-4148.

PLEASE READ CAREFULLY:

Please propose lowest interest rates and payments on the attached sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible proposal. Proposals documents to be returned clearly indicating that a proposal is enclosed and reflecting the proposal number #173-18.

By submitting this proposal, the undersigned hereby certifies that said proposal has been independently arrived at and that rates, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the proposer to another proposer or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the Proposal, and Terms for the rates shown on the accompanying terms proposal sheet. By signing below, you have read the entire document and agreed to the terms therein.

Firm Name: <u>BB&T</u>	Address: <u>5130 Parkway Plaza Blvd</u>
Contact Name: <u>Mary Parrish Coley</u>	City, State, Zip: <u>Charlotte, NC 28217</u>
Telephone Number: <u>704.954.1706</u>	FAX Number: <u>704.954.1799</u>
E-mail: <u>MColey@BBandT.com</u>	Date: <u>6/5/2018</u>
By: <u><i>Mary Parrish Coley</i></u>	By: <u>same</u>
Authorized Representative – Signed by Hand	Authorized Representative – Typed or Printed

**Formal Proposal # 173-18, Third Party Financing of Heavy Equipment for
Hunt County Precinct 1**

SCOPE

It is the intent of the Hunt County Commissioner's Court to secure third party financing for the following equipment for Hunt County Precinct 1:

One (1) 2018 John Deere 770G Motor Grader

The anticipated loan amount will be \$245,950.00. The loan should be calculated for a December 31, 2020, payoff date.

POINT OF CONTACT

Hunt County Point of Contact for issues concerning financing specifications is:

Cheryl Lowry
Hunt County Purchasing Agent
2507 Lee Street, Room 104
Greenville, TX 75401
Office: 903/408-4148
Fax: 903/408-4242

Please provide a Vendor Point of Contact:

Name: Mary Parrish Coley
Phone: 704. 954. 1706

RATE PROTECTION

The interest rates quoted in this proposal will be valid for through July 16, 2018 days after opening of this proposal on June 5, 2018.

TERMS OF PROPOSED THIRD PARTY FINANCING

**Formal Proposal # 173-18, Third Party Financing of Heavy Equipment for
Hunt County Precinct 1**

Amount to be financed: \$ 245,950.00

Term of contract: 30 months

Payments per year: Six (6) payments first year 2018 & Twelve (12) thereafter for 2019 & 2020

Date first payment to be due: July 31, 2018 (July, 2018)

Payment amount: \$ 8,515.52 Annual Interest rate: 2.96 %

Total Repaid: \$ 255,465.60 Total Interest Paid: \$ 9,515.60

Interest as percentage of Principal: _____ %

Administrative Costs if any: \$ 0

Document preparation fees if any: \$ 0

Please state the amount and nature any other fees applicable to the loan:

Penalty for early payoff if any: none

Name of Proposer: Branch Banking and Trust Co.

COMMENTS BY PROPOSER

Form 1295 filing not required for
BB&T as the bank is publicly traded
corporation.

1. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2. **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the unsworn declaration printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow

Instructional Video for Business Entities.

at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

3. Organization Name – House Bill 89 Verification:

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or 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.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned proposal package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE PROPOSAL NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with proposal. The completed Form 1295 with the certification of filing and signed must be returned with the proposal. The completed Organization Name House Bill 89 Verification Form, signed and notarized must be returned with the proposal. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

PROPOSAL RETURNS

Offerors must return all completed proposals to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. **Late proposals will not be accepted.**

BONDS

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

CONTRACT OBLIGATION

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

DIGITAL FORMAT

If offeror obtained the proposal specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specification *as published* shall control. Furthermore, if an alteration of any kind to the County's proposal specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this proposal/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the contractor. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the contractor to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which proposal items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioners' Court. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is NOT the only criteria for making a recommendation. The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any proposal.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to propose is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this proposal shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this proposal.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal or proposal, that proposal or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential proposers are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date proposals/proposals are due. Contractors with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Hunt County Tax Office website — www.hctax.info. Prior to submitting a proposal, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

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.

Branch Banking and Trust Co.

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.

None

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.

none

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

Yes

No

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

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Mau Panish Cole
Signature of vendor doing business with the governmental entity

6/5/2018
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

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



Organization Name
House Bill 89 Verification

I, Roxanne Crouch, the undersigned representative of Branch Banking & Trust Company

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or 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.

06/01/2018
DATE

Roxanne Crouch
SIGNATURE OF COMPANY REPRESENTATIVE

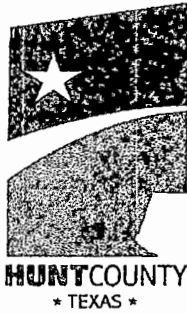
On this the 1st day of June, 20 18, personally appeared Roxanne Crouch, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Christina E. Tinker
NOTARY SIGNATURE

CHRISTINA E. TINKER
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Sept. 28, 2019

June 1, 2018
Date



**Organization Name
HUNT COUNTY
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, CHERYL Lowrey, the Purchasing Representative for Hunt County, Greenville, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

BBIT
Company Name

173-18
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Cheryl Lowrey
Purchasing Representative

6-12-18
Date