

Garza County Local Government Corporation

<p>REQUEST FOR PROPOSAL # 1</p> <p>Investment Management and Advisory Services</p>
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The Garza County Local Government Corporation (the “LGC”) is seeking proposals for the provision of Investment Management and Advisory Services.

The LGC reserves the right to reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this Solicitation.

Release Date: 16 February 2026

Response Deadline: 6 March 2026

I. OVERVIEW

A. INTRODUCTION AND OVERVIEW

The LGC desires to award a contract or contracts based upon vendor proposals (“Solicitation Response(s)”) to this Solicitation (“Solicitation”). The LGC is soliciting vendor proposals from vendors capable of supplying the LGC with **Investment Management and Advisory Services** (the “Product(s)/Service(s)”), as set forth and specified herein (See **Section II below, BUSINESS REQUIREMENTS**, attached hereto and incorporated herein for all purposes). All Solicitation Responses must be delivered to the LGC by the date and time, and in the manner specified in **Section I.B** hereof to be considered a Solicitation Response by the LGC. It is the sole responsibility of the vendor submitting a Solicitation Response (“Respondent”) to ensure that its Solicitation Response is delivered to the proper location on time and in the manner set forth herein.

A Solicitation Response does not commit the LGC to accept such Solicitation Response or to award a contract based on any Solicitation Response (“Contract Award”) merely because a Solicitation Response may propose the lowest price for the Products/Services. The LGC expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Product/Service pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. Qualifications and omissions will be considered when evaluating vendor solicitation responses. A Solicitation Response that does not meet the minimum requirements set forth in Section II below, *BUSINESS REQUIREMENTS*, will be disqualified.

This Solicitation is not an order and does not commit the LGC to pay for any costs incurred by the prospective vendor in the preparation or submission of the Solicitation or in the procurement of the Product/Service. Product/Service quantity estimates used herein may or may not reflect actual quantities needed or used by the LGC in the future, and do not commit the LGC to order specific Product/Service quantities. Any Solicitation Response accompanied by terms and conditions that conflict with this Solicitation may be rejected by the LGC.

The LGC reserves the right to reject any or all Solicitation Responses and to issue a Contract Award or not to issue a Contract Award based solely on the Solicitation Responses received by the LGC in response to this Solicitation. However, prior to making any award hereunder, the LGC also reserves the right to engage in additional discussions with one or more of the vendors responding to this Solicitation.

Any prospective Respondent may request an explanation or interpretation of any portion of this Solicitation by complying with the request procedure described in Section I.C.2 below. The responses, if any, of the LGC to such requests are subject to and will be in the form of amendment to the Solicitation and will comply with the provisions of Section I.C.2 below. The LGC may elect not to respond to any or all such requests received from prospective Respondents.

TEXAS PUBLIC INFORMATION ACT

Each Respondent acknowledges that the LGC is a governmental body operating under and subject to the provisions of the Texas Public Information Act (“TPIA”) (Chapter 552 of the Texas Government Code) and thereby acknowledges that certain information collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. Respondent is responsible for challenging any requests for information it considers confidential under the TPIA. The requirements of Subchapter J, Chapter 552 of the Texas Government Code apply to this bid, and the contractor or vendor agrees that that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Respondents should consult the Attorney General’s website (<https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information->

act) for information concerning the application of the provisions of the TPIA to proposals and proprietary vendor information.

B. SOLICITATION RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION

1. Preparation of Solicitation Response.

- A. Each Respondent should carefully examine and familiarize itself with this Solicitation and all exhibits, drawings, specifications, and instructions included in this Solicitation. Each Respondent, by submitting a Solicitation Proposal, represents that Respondent has read and understands this Solicitation and the drawings, exhibits attached to this Solicitation.
- B. Each Solicitation Response shall be fully completed, shall contain all the information required from the Respondent by this Solicitation, including the Vendor Certification Form attached hereto as [Exhibit D](#) ("Required Information"), and shall be signed and executed, on the Signature Form attached hereto as [Exhibit B](#) by an officer or other authorized representative of the Respondent. Each page of a Solicitation Response shall contain the company name of the Respondent. A Respondent's failure to provide any of the Required Information in its Solicitation Response, or the failure of the Solicitation Response to contain the signature of Respondent's officer or other duly authorized representative, may result in the LGC's disqualification of such Solicitation Response. The Required Information shall include detailed information regarding the Respondent's historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its Solicitation Response.
- C. Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its Solicitation Response. Unless otherwise designated by Respondent and agreed by the LGC, the Solicitation Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any Solicitation Response ("Submitted Materials") will, immediately upon submission, become the property of the LGC. After the date upon which the final vendor is selected (See Section I.C.1 below) Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be borne and paid in advance by the Respondent.
- D. The LGC does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting a Solicitation Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate LGC personnel and consultants involved in this Solicitation process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked "Proprietary" when submitted with a Solicitation Response.
- E. The LGC reserves the right to modify and/or supplement this Solicitation by amendment issued by the LGC prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same LGC or Garza County internet site where this Solicitation is kept available for solicitation of Solicitation Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.
- F. The LGC reserves the right to withdraw this Solicitation, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this Solicitation shall be effective upon the LGC's issuance of written notice

posted on-line at the same internet site where this Solicitation is kept available for solicitation of Solicitation Responses, which notice may also be sent by the LGC to the prospective Respondents in any manner deemed reasonable by the LGC.

2. Form of Contract.

Any Respondent awarded a contract with the LGC for the purchase and sale of the products and/or services pursuant to this Solicitation shall be required to execute an agreement between the Respondent and the LGC which shall in all material respects contain the terms and conditions set forth in [Exhibit C](#) (Contract Terms), which is attached hereto and incorporated herein for all purposes. The LGC will not agree to change the Contract Terms except under unusual circumstances approved in the sole discretion of the LGC and its legal counsel. The LGC will entertain changes to the Contract Terms to the limited extent required to conform the unique terms of the Solicitation Response to the Contract Terms (e.g., unique payment provisions, terms and conditions). The LGC reserves the right to approve or reject any proposed changes to the Contract Terms submitted by Respondents.

IF ANY RESPONDENT PROPOSES CHANGES TO THE CONTRACT TERMS THE RESPONDENT MUST DO SO BY PROVIDING A REDLINE IN RESPONSE TO EXHIBIT C, THE VENDOR'S PROPOSED REVISIONS SHOWING ALL PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS TO THE REQUIRED CONTRACT TERMS. A RESPONDENT'S ATTEMPT TO PROVIDE ITS PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS IN ANY MANNER OTHER THAN AS INSTRUCTED MAY RESULT IN THE LGC'S REJECTION OF THE RESPONSE WITHOUT FURTHER EXAMINATION.

Respondents may not request additional changes to the Contract Terms after the Solicitation Response has been submitted to the LGC, nor will the LGC agree to negotiate any requested changes to the Contract Terms which are not included with the Solicitation Response in the manner and form set forth above in this section I.B.2 and in Exhibit C.

3. Submission of Solicitation Responses.

A. All Solicitation Responses shall be submitted to the LGC as follows:

- (i) All Solicitation submissions must include eight hard copies and eight thumb drives of your complete proposal, sent by the delivery service of your choosing to arrive on or before 4:00 p.m. CST, March 6, 2026 to Lee Norman, Garza County Judge, Garza County Judge's office, Re: RFP # 1, Garza County Courthouse, 300 Main Street, Post, TX 79356**
- (ii) The proposal (except for any redline of the Contract Terms) must be submitted in a format that preserves graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software. If you submit a redline in response to Exhibit C, you must provide an editable, unlocked/unsecured version of the redline with your Solicitation Response (preferably in track changes).**
- (iii) Unless otherwise expressly provided in this Solicitation or in any amendment to this Solicitation, no Respondent shall modify or cancel the Solicitation Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw Solicitation Proposals at any time before the Solicitation Proposals are opened by the LGC,**

but may not resubmit them. No Solicitation Proposal may be withdrawn or modified after the Solicitation Proposal deadline.

- (iv) Solicitation Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the LGC reserves the right to waive any irregularities and to make the award in the best interest of the LGC.
- (v) The Respondent acknowledges the right of the LGC to reject any or all Solicitation Responses and to waive any informality or irregularity in any Solicitation Response received. In addition, the LGC reserves the right to reject any Solicitation Response if the Respondent failed to submit the data, information or documents required by this Solicitation, or if the Solicitation Proposal is in any way incomplete or irregular.
- (vi) Failure to follow the instructions regarding the submission of Solicitation Responses may result in the LGC's disqualification of such Solicitation Responses.

B. As indicated above Solicitation Responses are due on or before **March 6, 2026 4:00 p.m. CST ("Response Deadline")**. The Response Deadline may be extended by the LGC upon amendment to this Solicitation issued prior to the then-existing Response Deadline. Solicitation Responses are not scheduled for public opening. No telephone, telephonic, or FAX Solicitation Responses will be accepted. The LGC will not be responsible for missing, lost, or late deliveries. **Solicitation Proposals delivered after the Response Deadline will not be accepted or considered under any circumstances.**

C. Each Solicitation Response shall contain the completed form entitled, "Vendor Certification Form" set forth on [Exhibit D](#) which is attached hereto and incorporated herein for all purposes.

D. Each Solicitation Response shall contain the completed form entitled "Conflict of Interest Questionnaire" set forth on [Exhibit E](#) which is attached hereto and incorporated herein for all purposes and shall return the Conflict of Interest Questionnaire with its Solicitation Response.

C. SOLICITATION SCHEDULE AND RELATED INFORMATION

1. Estimated Schedule

Milestone	Date
Solicitation Issued	February 16, 2026
Deadline for Questions Submitted by Respondents	February 27 2026
Response Deadline	March 6, 2026
Solicitation Evaluation Period	March 6-April 7, 2026

A. Milestone Dates. Milestone Dates are estimated for planning purposes only and are subject to change.

2. LGC Solicitation Contact

Respondents may, in the manner prescribed herein, present requests ("Submission Questions") for an explanation, clarification or interpretation of the BUSINESS REQUIREMENTS in this Solicitation and/or

other requirements for submission of Solicitation Responses to the Solicitation Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed to the Solicitation Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this Solicitation that are the subject of such Submission Questions. The final date and time to submit Submission Questions is **February 27, 2026 at 4:00 p.m. Central Time. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Submission Questions to the LGC is the sole responsibility of the Respondent. The LGC may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the LGC to answer or respond to any Submission Question will not affect, in any way, this Solicitation. It is the responsibility of each Respondent to check the website for all addenda to the Solicitation up to the Response Deadline. Prospective vendors are advised that no LGC employee other than the Solicitation Contact is empowered to make binding statements regarding this Solicitation, and no statements, clarifications, or corrections regarding this Solicitation are valid or binding on the LGC except those issued in writing by the Solicitation Contact as addenda to the Solicitation.

Contact between Respondents and the LGC, other than in the manner described and set forth in this Section I.C.2, during the Solicitation Response submission period or evaluation period is prohibited. Any attempt by a Respondent to engage in prohibited contact with the LGC or the Solicitation Contact may result in disqualification of its Solicitation Response.

The Solicitation Contact is:

Michael Harling
Municipal Capital Markets Group, Inc.
5220 Spring Valley Road, Suite 522 Dallas, TX 75225

mharling@municapital.com

Office: 972-663-6565
Cell: 214-287-0700

II. BUSINESS REQUIREMENTS

A. INTRODUCTION

The LGC is requesting proposals from qualified vendors to provide investment management and advisory services in compliance with the Texas Public Funds Investment Act (PFIA). The selected firm will manage and advise the LGC's investment portfolio to ensure the highest standards of safety, liquidity, and yield in alignment with the LGC's investment policy and objectives.

B. BACKGROUND

The Garza County Local Government Corporation is created and organized pursuant to Subchapter D, Chapter 431, Texas Transportation Code to aid and act on behalf of Garza County, Texas and is governed by a Board of Directors, whose members are appointed by the Garza County Commissioners Court.

C. PROJECT SCOPE

1. Portfolio Management:

- Actively manage the LGC's investment portfolio within the constraints of the PFIA and the LGC's investment policy to achieve its goals of safety, liquidity, and return on investment.

- Provide recommendations for investment securities, as directed by the LGC, and cause the transactions to be executed.
 - Promptly send trade confirmations to the LGC.
2. Compliance and Reporting:
 - Ensure all investments comply with PFIA, LGC policy, and applicable laws and regulations
 - Provide monthly, quarterly, and annual performance reports detailing investment performance, compliance, and risk exposure.
 - Provide benchmarking and market analysis reporting as requested.
 - Assist in drafting and updating the LGC's investment policy as needed.
 3. Advisory and Training:
 - Advise the LGC on market conditions, risks, and opportunities.
 - Provide strategic advice for investment bond issuance funds, arbitrage, and laddered investment structures to align with spending timelines.
 - Provide PFIA-required training for LGC staff and board members, as needed.
 4. Other Services:
 - Assist with cash flow analysis as needed.
 - Provide expertise on investment instruments permitted under PFIA.
 - Conduct due diligence on investment instruments and counterparties.

D. MINIMUM REQUIREMENTS

To be considered, firms must meet the following requirements:

- Be registered investment advisors under the Investment Advisers Act of 1940 and with the State Securities Board.
- At least five (5) years of experience in managing public funds in Texas.
- Knowledge of and experience with PFIA-compliant investment instruments.

E. REQUIRED INFORMATION

1. Firm Overview:
 - Legal name, address, and contact information.
 - Summary of firm's history and services.
2. Experience and Qualifications:
 - Resumes of key personnel.
 - Relevant experience managing public funds for Texas entities.
 - Does your firm consider itself to be a fiduciary with respect to the services provided? Please describe if your investment management approach is discretionary or non-discretionary.
 - Describe your record of managing fixed income assets for public sector entities and provide brief biographies of investment advisory team members (Please include your firm's total assets under management and applicable licensing).
 - Describe your firm's understanding of the client's investment objectives and how those investment objectives impact on the investment strategy, including risk mitigation, ensuring sufficient liquidity (as desired), and cashflow and/or performance generation.

- Describe your firm's general approach to security procurement as well as any unique aspects to your process.
3. Approach to Services:
 - Investment strategy and philosophy.
 - Methodology for ensuring compliance with the Texas Public Finance Information Act PFIA for three years.
 - Description of reporting and communication practices.
 4. References:
 - Provide at least three client references from public sector clients where your firm has provided investment management services for a minimum of 3 years.
 5. Cost Proposal:
 - Detailed fee structure, including any additional cost, commissions, or expenses.

F. PRICE QUOTES

Price quotes shall remain firm during Solicitation evaluation and for an additional 120 days after recommendation for award. Pricing must remain fixed for the initial term of the agreement. Respondents must include all costs associated with use of the items. Any costs not included in the Solicitation response cannot be charged to the LGC. Respondents may propose pricing increases for the optional renewal terms with set caps (e.g., no more than 1% to 3% annually). Use the spreadsheet attached as [Exhibit A](#) to this Solicitation to provide line-item pricing in your Response.

G. CONTRACT TERM

The proposed term of the contract is three **(3) years with two (2) additional one-year renewal options**. The LGC may exercise the renewal options by providing vendor with written notice (email notice will be acceptable) of renewal no less than twenty (20) days prior to the expiration of the then-current term. The contract will be subject to cancellation by the LGC for any reason, at any time, and without penalty of any kind upon furnishing twenty (20) days' advance written notification to vendor. At the end of the term, the LGC reserves the right to extend the contract for up to 180 days to provide an opportunity to bring a new contract into place with another vendor.

H. SELECTION AND EVALUATION PROCESS

Selection Process

The Solicitation Contact shall designate an evaluation committee ("Evaluation Committee") which will be composed of board members from the LGC, the Garza County Treasurer and may include other Garza County officers and staff. The LGC reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the field of submitted Solicitation responses to those which best meet the requirements of this Solicitation, and which best meet the complete needs of the LGC. Each such Solicitation Response will then be evaluated according to the criteria set forth herein.

Evaluation Criteria Specific to This Solicitation

The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Solicitation. The evaluation of Solicitation Responses will involve scoring each Solicitation Response in the areas listed and set forth below in Section I (Evaluation Factors). The LGC's evaluation of the Solicitation Responses will be based upon each Respondent's response to the evaluation factors stated in this Solicitation. Any Respondent's failure to provide complete and full responses to the requested information may lead to disqualification of such Solicitation Response.

I. EVALUATION FACTORS

In determining how to award a contract or contracts in conjunction with the Solicitation, the LGC may consider the following:

1. Price
2. The reputation of the Respondent and of the Respondent's goods and/or services.
3. The extent to which the goods and/or services meet the LGC's needs.
4. Quality of Respondent's goods and/or services.

J. SOLICITATION RESPONSE CONTENT

The overall Solicitation Response should not exceed 25 pages total, excluding exhibits.

Tab 1. Executive Summary

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the LGC. This synopsis should not exceed two pages in length and should be easily understood.

Tab 2. Company Background

Tab 3. How the Proposed Solution Meets the LGC's Needs

Describe how the proposed solution meets the minimum requirements in [Section D](#) above. Provide the information requested in [Section E](#) above. Provide specification sheets for each product bid. Include service and warranty information.

Tab 4. Pricing

Use the spreadsheet in [Exhibit A](#) to list line-item pricing for all services you can provide. Add lines as needed for additional services or expenses not already included.

Tab 5. Required Forms

- a. [Exhibit B](#): Signature Form
- b. Exhibit C: Signed Vendor Proposed Revisions (an **editable, unlocked/unsecured redline** in track changes if proposing changes)
- c. [Exhibit D](#): Vendor Certification Form
- d. [Exhibit E](#): Conflict of Interest Questionnaire

K. EVALUATION CRITERIA SCORE SHEET

EVALUATION CRITERIA	Possible Points	Vendor Score
1. Price – Best Value Pricing will be scored according to the pricing formula: (Lowest Responsive Price / Price of Respondent Being Evaluated) x Possible Points = Vendor Score	20	
THIS SECTION WILL BE SCORED BY THE EVALUATION COMMITTEE		
2. The extent to which the goods and/or services meet the LGC's needs.	30	
3. Quality of Respondent's goods and/or services.	30	
4. The reputation of the Respondent and the Respondent's goods and/or services.	20	
MAXIMUM TOTAL POSSIBLE POINTS	100	
Company Name: _____		
Evaluator ID: _____		
RFP # 1 Investment Management and Advisory Services		

Exhibit A
Price Sheet
RFP # 1 INVESTMENT MANAGEMENT AND
ADVISORY SERVICES

[insert spreadsheet or attach as a separate document]

Exhibit B

Signature Form

Respondent shall signify Respondent's acceptance of and compliance with the requirements, terms, and conditions of this Solicitation by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this Solicitation and its terms and conditions. Respondent warrants that Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations, does not engage in any prohibited boycott, and that Respondent does not appear (nor does any affiliate appear) on any [Texas Comptroller Divestment Statute Lists](#).

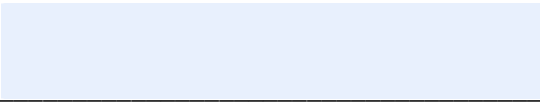
Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its Solicitation Response.

Respondent certifies that the individual signing this Solicitation Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this Solicitation Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LGC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE SOLICITATION RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE LGC.

RFP # 1 INVESTMENT MANAGEMENT AND ADVISORY SERVICES

Respondent (Company) Name: _____

By: 

Date: _____

Printed Name: _____

Title: _____

Telephone: _____

Email: _____

Exhibit C

Contract Terms

RFP # 1 INVESTMENT MANAGEMENT AND ADVISORY SERVICES

IMPORTANT: In submitting a response to this Solicitation, the Respondent agrees to accept the terms and conditions set forth in this Solicitation or incorporated herein by reference. **The successful Respondent will be expected to enter into a contract which contains substantially the same terms and conditions as are included in [Exhibit C](#) to this Solicitation.**

If you are proposing any revisions to Exhibit C, the Contract Terms, you **MUST** indicate this below and **provide a redlined draft of your proposed revisions**. The LGC will only consider those exceptions, additions, deletions or revisions as are set forth by Respondent specifically in response to this Exhibit C. The LGC may accept or reject your proposed revisions at its sole discretion. No proposed revisions will become effective unless accepted by the LGC and agreed to in writing and signed by both parties.

The LGC considers the Respondent has agreed to all terms and conditions of the Contract Terms (including Exhibits), unless otherwise indicated herein. Absence of a redline will constitute agreement, and there will be no further negotiations regarding the same. **Respondents submitting redlines must provide an editable unlocked/unsecured version of the redlined draft with their Solicitation Response (preferably in track changes).**

BEFORE YOU EDIT EXHIBIT C, PLEASE NOTE: The LGC will not agree to:

- **indemnify the vendor;**
- **limit the vendor's liability;**
- **shorten the statute of limitations for any claim;**
- **submit to binding arbitration;**
- **waive its right to a jury trial; or**
- **waive its existing governmental immunity.**

As such, please be aware that edits to the following Sections of Exhibit C may result in rejection of your proposal:

- **General Indemnity**
- **Liability**
- **Budgetary and Other Limitations**
- **Texas Public Information Act**
- **Texas Government Code Verification**
- **Governing Law: Jurisdiction**

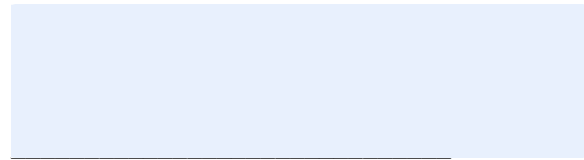
**RESPONSE AND SIGNATURE ON FOLLOWING PAGE*

Respondent *MUST* check the appropriate response below:

☐ Respondent accepts Contract Terms without exception.

OR

☐ Respondent proposes exceptions/modifications to the Contract Terms.



Signature

Printed Name

Title

Date

**CONTRACT ON FOLLOWING PAGE*

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made and entered into effective _____ (“Effective Date”), by and between _____, a _____ (“Contractor” and Garza County LGC, a non-profit, quasi-governmental entity created by Garza County to perform specific public functions, such as economic development. The LGC and Contractor may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, the LGC has requested proposals to provide the services described on **Schedule 1** (Scope of Services), which is attached hereto and incorporated herein for all purposes (“Services”);

WHEREAS, Contractor has presented a proposal to provide the Services to the LGC;

WHEREAS, Contractor has developed and maintains the expertise and resources necessary to perform and complete the Services;

WHEREAS, Contractor is a _____ operated under the laws of the State of _____, is qualified to do business in the State of Texas, and is qualified and capable of performing and completing the Services; and,

WHEREAS, Contractor desires to provide the Services as so required by the LGC, and the LGC desires to contract with Contractor for the Services;

WHEREAS, This Agreement is awarded to the Vendor pursuant to the LGC’s Request for Proposal (“RFP”) all of whose material terms and conditions, including without limitation the RFP Project Scope and Minimum Requirements and Vendor’s response thereto are incorporated herein; provided, however, that in the event of conflict between the terms of the RFP, Vendor’s Response, and this Agreement, the terms of this Agreement shall prevail.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the LGC and Contractor hereby agree as follows:

1. Services to be Performed; Applicable Standards. Contractor shall perform and complete the Services in a diligent, professional, and workmanlike manner using industry best practices applicable to the performance of the Services. Furthermore, Contractor shall use only qualified personnel to perform and complete the Services. Contractor will supply at its own expense, necessary computers, software, supplies and other materials required to perform and deliver the Services to the LGC.

2. Fees for Services Performed. The LGC shall pay to Contractor fees for the Services performed and the reimbursable expenses incurred by Contractor under this Agreement as set forth in **Schedule 2** (Fees and Expenses), which is attached hereto and incorporated by reference herein. Except to the extent expressly included in reimbursable Expenses on **Schedule 2**, the LGC will not be required to reimburse Contractor for any salaries, consulting fees, commissions, general overhead at Contractor’s place or places of business, office rental expense, utility expenses or expenses related to computers, software, supplies, and other materials required to perform and deliver the Services or used by Contractor in the performance and delivery of the Services.

3. Term and Termination.

(a) Term. The Parties agree that this Agreement shall continue for a period of ____ (__) years from the Effective Date. Thereafter, the LGC may renew the Agreement for up to ____ (__) additional one-year terms by providing Contractor with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term. At the end of the term of the Agreement, the LGC reserves the right to extend the contract for up to 120 days to provide an opportunity to bring a new contract into place with another vendor.

(b) Termination for Cause. Either Party may terminate this Agreement for cause upon the occurrence of an Event of Default (as defined below) by delivery of written notice of termination to the other Party while such Event of Default continues to exist, whereupon all obligations of the LGC under this

Agreement shall terminate, other than the payment by the LGC for all amounts due under this Agreement through the effective date of termination.

(c) Event of Default; Notice of Material Breach. Either Party shall be in material default under this Agreement upon the occurrence of any one or more of the following which continues to exist fifteen (15) days after a Notice of Material Breach (defined below) is given to the defaulting Party (each occurrence being a “Event of Default”): (i) a failure or refusal by a Party to timely make any payment that is required to be paid by such Party under this Agreement; (ii) a failure by a Party to perform or observe any other obligation under this Agreement; (iii) any warranty or representation of a Party in this Agreement is false or misleading in any material respect; (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against such Party (including any assignment by such Party for the benefit of creditors or the appointment of a receiver for the assets of such Party). A “Notice of Material Breach” means written notice that includes: (i) a description sufficient to identify the Event of Default to the defaulting Party; and (ii) if not obvious from the nature of the Event of Default, the notifying Party’s specific recommendations of the actions to be (or if appropriate, not to be) taken by the defaulting Party in order for it to cure the Event of Default.

(d) Remedies for Default. Upon the occurrence of an Event of Default, the non-defaulting Party may, in addition to any and all other remedies available under law, elect to: (1) terminate this Agreement in accordance and upon compliance with the termination provisions in Section 3 of this Agreement, and/or (2) commence collection actions (including court actions) for all sums due under this Agreement, and/or (3) seek such other remedies for such Event of Default as are available at law or in equity. All rights and remedies available to a Party hereunder, by law or equity, shall be cumulative and there shall be no obligation for such Party to exercise a particular remedy.

(e) Early Termination. The LGC shall have the right to terminate this Agreement without cause in its sole discretion at any time prior to such completion of the Services by giving Contractor at least thirty (30) days’ prior written notice of such termination (hereinafter referred to as “Early Termination”). In the event of Early Termination, the LGC will pay all fees due to Contractor under Section 2 hereof for all Services performed by Contractor in accordance with the requirements of this Agreement up to and including the date of termination. The LGC also shall reimburse Contractor for all expenses incurred by Contractor in the performance of Services hereunder and which are or would be due to Contractor under Section 2 hereof if Early Termination had not occurred. Contractor acknowledges and agrees that in the event of such Early Termination, Contractor will not perform any unnecessary part of the Services nor will it incur any unreasonable expenses after receiving notice of Early Termination, but Contractor will perform only those Services and incur only those expenses reasonably necessary to fulfill its obligations under Section 1 hereof and this Section 3. Nothing set forth in this Section 3 shall limit the LGC’s other rights or remedies.

(b) Contractor agrees to hold in confidence all LGC Confidential Information and to use such information only for the purpose of performing and completing the Services for the LGC. Furthermore, Contractor will protect the LGC Confidential Information received under this Agreement in the same manner and to the same extent to which it protects its own valuable proprietary information, but in all events using at least a reasonable standard of care. Contractor may not make any copies of the LGC Confidential Information except in the course and scope of performing and completing the Services and all LGC Confidential Information (including but not limited to all copies thereof) shall be promptly returned by Contractor to the LGC upon the termination or expiration of this Agreement, or sooner if demanded by the LGC.

(c) Subject to the requirements of the limitations stated in Section 10 (Texas Public Information Act) below, the LGC agrees to keep Contractor’s proprietary information, including all information relating to the Services, confidential and not to use such proprietary information except as contemplated under this Agreement.

(d) The confidentiality obligations in this Agreement shall not apply to information: (1) in a receiving party’s possession prior to disclosure under this Agreement unless disclosed to receiving party by the disclosing party under a prior agreement with the disclosing party for confidentiality or non-

disclosure (“Prior NDA”), (2) which is or becomes publicly known through no fault on the part of receiving party, (3) received from a third party not under an obligation to the owner of such information not to disclose it, (4) independently developed by receiving party without the benefit of the information disclosed under either a Prior NDA or this Agreement (as to which receiving party has the burden of proof), (5) required to be disclosed by government regulation, statute, or judicial order, provided that prior to such disclosure and if reasonably possible, receiving party will inform the disclosing party of such requirements and permit the disclosing party to seek a protective order or other relief regarding such information, or (6) disclosed without confidentiality restrictions to any third party by or with the express permission of the disclosing party.

(a) CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE LGC, LGC’S MANAGERS, OFFICERS, AGENTS, EMPLOYEES, STAFF, REPRESENTATIVES, AND DIRECTORS (COLLECTIVELY, THE “LGC INDEMNITEES”) FROM ALL LOSSES (DEFINED BELOW) AND SHALL DEFEND THE LGC AND LGC INDEMNITEES AGAINST ALL CLAIMS AND CAUSES OF ACTION OF THIRD PARTIES ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LGC OR LGC INDEMNITEE: (i) A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION OR ORDER APPLICABLE TO CONTRACTOR AND/OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES; (ii) ANY VIOLATION OR BREACH BY CONTRACTOR OF ITS REPRESENTATIONS AND WARRANTIES TO THE LGC IN THIS AGREEMENT; OR, THE FACT THAT ANY OF SUCH REPRESENTATIONS AND WARRANTIES CEASES TO BE TRUE AT ANY TIME PRIOR TO TERMINATION OR EXPIRATION OF THIS AGREEMENT; (iii) THE FAILURE OF CONTRACTOR TO OBTAIN, OR CAUSE TO BE OBTAINED, ANY REQUIRED LICENSES, PERMITS OR CONSENTS FOR THE LGC TO RECEIVE AND USE THE SERVICES OR ANY COMPONENT THEREOF, TO THE FULL EXTENT PROVIDED IN THIS AGREEMENT, EXCLUDING ANY REQUIRED CONSENT THAT IS NOT OBTAINED DUE TO THE LGC’S FAILURE TO PAY FOR SAME; AND (iv) PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ANY CONTRACTOR AGENT, EMPLOYEE OR REPRESENTATIVE. FOR PURPOSES OF THIS SECTION, THE TERM “LOSSES” MEANS ALL ASSESSMENTS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, SANCTIONS, PENALTIES, CHARGES, AND AMOUNTS RESULTING FROM, OR AGREED TO BE PAID IN SETTLEMENT OF, ANY THIRD-PARTY CLAIM OR ALLEGATION INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY AND OTHER LEGAL FEES AND COSTS AND EXPENSES OF INVESTIGATING OR DEFENDING AGAINST SUCH CLAIM OR ALLEGATION.

(b) CONTRACTOR AGREES TO, AND SHALL, INDEMNIFY AND HOLD THE LGC HARMLESS AGAINST ANY CLAIMS, CAUSES OF ACTION, DAMAGES, AND EXPENSES TO THE EXTENT THE SAME ARISE OUT OF OR ARE ASSERTED AGAINST THE LGC ALLEGING THAT ANY SERVICES PROVIDED HEREUNDER INFRINGES ANY UNITED STATES PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD-PARTY, PROVIDED THAT (1) THE LGC GIVES CONTRACTOR WRITTEN NOTICE WITHIN TWENTY-ONE (21) DAYS AFTER THE LGC’S ACTUAL KNOWLEDGE OF THE EXISTENCE THEREOF, OF ANY SUCH CLAIMS, DAMAGES, OR EXPENSES, AND/OR (2) THE LGC AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AS REASONABLY NECESSARY TO DEFEND, SETTLE, REIMBURSE, OR AVOID ANY SUCH CLAIMS, DAMAGES AND EXPENSES.

(c) Upon timely receipt of the LGC’s written notice, Contractor will assume the defense of any claims against the LGC. The LGC agrees to cooperate with Contractor in the defense or settlement of all such claims.

(d) Contractor shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by the LGC without the prior written consent of Contractor.

4. Exclusion and Ethics.

- (a) Contractor agrees that it will immediately report in writing to the LGC in the event, if ever, Contractor, including any of its officers, directors, employees, contractors, or agents, becomes a target of any criminal investigation or any investigation that could result in debarment or exclusion Contractor or such other person from federally or state funded programs.
- (b) Contractor warrants and represents to the LGC that Contractor has never been:
- (1) convicted of a criminal offense;
 - (2) listed by a federal agency as debarred, excluded or otherwise ineligible for federal plan participation;
 - (3) sanctioned by any federal or state law enforcement, regulatory or licensing agency;
 - or,
 - (4) excluded from any state or federal program.
- (c) Contractor further warrants and represents to the LGC that neither Contractor, nor any of Contractor's officers, directors, members, partners, shareholders (excluding shareholders, members and limited partners that own less than 5% of the combined voting power of Contractor), employees, contractors, or agents:
- (1) is currently under criminal investigation or any investigation that could result in debarment or exclusion from federally or state funded programs; or
 - (2) has ever been:
 - (i) convicted of a criminal offense that is a felony or a misdemeanor of moral turpitude;
 - (ii) listed by a federal agency as debarred, excluded or otherwise ineligible for Federal plan participation;
 - (iii) sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
 - (iv) excluded from any state or federal program.
- (d) In the event that any of the foregoing representations in this Section 4(b) or (c) ceases to be true, Contractor will immediately report same in writing to the LGC.
- (e) Upon receipt of any report required by Contractor hereunder or in the event of a failure to report by Contractor, the LGC may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the LGC shall have no further obligations or liabilities hereunder.

5. Availability of Records. To the extent required by Texas law, until the expiration of four (4) years after the furnishing of any services provided under this Agreement, Contractor shall make available, upon written request by the Texas Attorney General (the "Texas AG") or by the Texas State Securities Board (the "SSB"), or by their respective duly authorized representatives, this Agreement, and all books, documents and records of Contractor that are necessary to the performance of oversight duties..

6. Work Product and Inventions. All materials and/or other information developed, generated or produced, in whole or part, by Contractor (including the employees, independent contractors or agents of Contractor) in performing and completing the Services including, but not limited to, all documentation, flow charts, diagrams, specifications, descriptions, definitions, reports, and data (collectively, the "Work Product") and any invention, product, computer program or specification, whether patentable or unpatentable, made, conceived or first actually or constructively reduced to practice, in whole or part, by Contractor (including the employees, independent contractors or agents of Contractor) in performing and completing Services (individually, an "Invention" and collectively, the "Inventions"), shall be the LGC's sole and exclusive property. Contractor shall perform all acts that may be deemed reasonably necessary or desirable by the LGC to evidence that the Work Product and Inventions are 'works made for hire' and/or to more fully transfer ownership to the LGC of the Work Product and Inventions.

7. Contractual Relationship Only. Neither Party is the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other Party. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Furthermore, the LGC shall not be responsible for paying or withholding any taxes, fees or other amounts, with respect to the amounts paid to Contractor or for paying any compensation or benefits to or providing insurance for any of Contractor's employees or contractors. Contractor agrees to defend, indemnify and hold harmless the LGC, and its managers, directors, officers, employees, agents, and representatives, against any and all losses, liabilities, claims, allegations, demands, causes of action, judgments, awards and costs (including but not limited to legal fees and expenses) (collectively "Claims") arising out of or related to the employment or contract relationship of any of Contractor's employees and independent contractors including but not limited to Claims for salary/wages, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee compensation or benefits of any kind.

8. Annual Budget. The Parties acknowledge and agree that the LGC is a governmental entity that is subject to an annual budgetary process and restrictions on spending in conformity with that process, its approved budget and applicable law. The Parties further agree that, notwithstanding anything to the contrary in this Agreement, if for any reason funds are not expressly and specifically allocated for this Agreement in the LGC's formally and finally approved budget in any fiscal year subsequent to that in which funds for this Agreement were first allocated, the LGC may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which funds have already been so allocated under an existing formally and finally approved budget. Should the Agreement terminate under the provisions of this section titled "Annual Budget", the LGC will provide Contractor with written notice as soon as is reasonably possible of the pending termination under this section, the effective date of which shall be at the end of the LGC's fiscal year in which funds had previously been allocated unless the LGC states a later effective date of termination and, other than the payment of any amounts due and owing through the date of termination, the LGC shall have no further obligations or liabilities hereunder.

9. Tax Exemption. The LGC is a tax-exempt governmental entity pursuant to Ch. 431 of the Texas Transportation Code and Ch. 151 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state, or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement. The LGC will provide evidence of its tax-exempt status to Contractor upon request.

10. Texas Public Information Act. The LGC advises Contractor that the LGC is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Contractor's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the LGC to disclose Contractor information that may be subject to an exception from disclosure, LGC will (i) promptly notify Contractor of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

11. Chapters 2271, 2252, 2274, and 2276 Texas Government Code Verification.

(a) *Boycott of Israel Prohibited.* In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

(b) *Scrutinized Business Operations Prohibited.* In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.

(c) *Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.* In compliance with Section 2274.002 of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3).

(d) *Boycott of Certain Energy Companies Prohibited.* In compliance with Section 2276.002 of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code.

12. Applicable Law and Venue. The Parties agree that this Agreement is subject to, and agree to comply with, applicable local, State of Texas, and federal statutes, rules and regulations. THIS AGREEMENT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Garza County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.

13. Prohibition on Use of Name and Logo. Contractor agrees that it will not, without the prior written consent of the LGC, use the names, logos, symbols, trademarks, or service marks of the LGC, including but not limited to those associated with the LGC, for any purposes or uses (expressly including but not limited to for Contractor’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the Services. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.

14. Liability Insurance Coverage. Contractor shall purchase and maintain at all times such insurance at Contractor’s sole cost, which will protect Contractor from all claims, including but not limited to those claims set forth below, which may arise out of Contractor’s activities including the Services, whether such activities are by Contractor’s employees (including Workers), agents, or contractors.

(a) *Workers Compensation* with statutory limits of liability and *Employer’s Liability* limits in amounts sufficient to cover Contractor’s obligations under this Agreement;

(b) *Comprehensive General Liability* (including but not limited to bodily injury and death, broad-form property damage, products, completed operations, contractual, and premises liability) with combined single limits of not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the annual aggregate; and

(c) *Automobile Liability* covering use of owned automobiles, hired automobiles and non-owned automobiles with a minimum one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage.

- (d) All insurance shall be issued by insurance companies authorized to engage in business in the State of Texas and *have* a rating of no less than A- in the most current edition of the A.M. Best Insurance Report or the equivalent in Moody's and/or S&P (or comparable rating from a recognized insurance rating agency).
- (e) *Specific Requirements.* All liability policies shall be specifically endorsed to include the LGC as an additional insured to the extent indemnified pursuant to this Agreement. Contractor's policies shall be primary and non-contributing over the LGC's policies (if any), and shall provide for severability of interests, and thirty (30) days' notice of cancellation. Any deductibles or self-insured retentions will be Contractor's responsibility. The policies must be endorsed to waive subrogation with respect to the LGC, its affiliates, and their respective employees. The policies must provide 30 days' notice prior to any material modification, cancellation or non-renewal of the policies.
- (f) *Certificates and Notices.* Two (2) Certificates of Insurance shall be provided to the LGC as evidence of compliance with this requirement and any necessary policy endorsements, prior to the provision of Services under this Agreement. Contractor shall provide thirty (30) days' prior written notice to the LGC of any material modification, nonrenewal, or cancellation of any insurance coverage.
- (g) Contractor recognizes and agrees that the LGC is a political subdivision of the Sovereign State of Texas and is therefore subject to the Tort Claims Act.

15. Assignment Prohibited. Contractor may not, without the prior written consent of the LGC, assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Agreement.

16. Non-Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. No failure or refusal of any approval referenced in this Agreement shall excuse or relieve the performance or other responsibilities of the other Party.

17. Severability. Without limiting this section of the Agreement, if any provision of this Agreement, or the application thereof to any person or circumstance, is held to be illegal, invalid or unenforceable for any reason, and the basis of the bargain among the Parties is not thereby destroyed, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect in the absence of the illegal, invalid or unenforceable provision or application. To this end, all provisions of this Agreement are declared to be severable.

18. Termination Right. In the event of a change-in-control (defined below), the LGC may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the LGC shall have no further obligations or liabilities hereunder. A "change-in-control" means that (a) there occurs a reorganization, merger, consolidation or other corporate transaction involving Contractor (a "Corporate Transaction"), in each case with respect to which the owners of Contractor immediately prior to such Corporate Transaction do not, immediately after the Corporate Transaction, own more than 50% of the combined voting power of Contractor or any other entity resulting from such Corporate Transaction; or, (b) all or substantially all of the assets of Contractor are sold, liquidated or distributed.

19. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers or by email to the following emails; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

If to the LGC: Garza County Local Government Corporation

Garza County Judge, Garza County Judge's office, Re: RFP # 1, Garza County Courthouse, 300 Main Street, Post, TX 79356

If to Contractor:

Telephone: (____) _____

Fax: (____) _____

Email: _____

20. Entire Agreement; Amendment. This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified or waived only by a separate writing executed by the Parties expressly so amending, modifying or waving this Agreement.

21. Binding Agreement. This Agreement binds and inures to the benefit of the Parties, and their respective successors and permitted assigns.

22. Headings and Captions. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.

23. Definition of Person. For purposes of this Agreement, "Person" means any natural person, corporation, limited liability company, association, partnership, joint venture, proprietorship, governmental agency, trust, estate or other entity or corporation, whether acting in an individual, fiduciary or other capacity.

24. Taxes. The fees payable by the LGC to Contractor hereunder are inclusive of any sales, use, gross receipts or value added, withholding, ad valorem or other taxes based on or measured by Contractor's cost in acquiring equipment, materials, supplies or services used by Contractor in performing and completing the Services, plus all interest, penalties and other amounts levied thereon by a governmental agency for late payment or otherwise. Further, each Party shall bear sole responsibility for any real or personal property taxes on any property it owns or leases, for franchise or similar taxes on its business, for employment taxes on its employees, for intangible taxes on property it owns or licenses, and for taxes on its net income.

25. Compliance with Laws. In providing the Services required by this Agreement, Contractor shall observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

26. Use of Words. Whenever necessary in this Agreement and where the context requires, the gender of words shall include the masculine, feminine, and/or neuter, and the number of all words shall include the singular and the plural.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes constitute one and the same instrument.

28. Further Assurances and Cooperation. During the term of this Agreement, each Party shall exercise commercially reasonable efforts to cooperate with the other Party in the performance by the other Party of its respective duties and obligations under this Agreement. Neither Party shall unreasonably withhold or delay any consent, approval or request by the other Party required under this Agreement. Further, the Parties shall deal and negotiate with each other in good faith in the execution and implementation of their respective duties and obligations under this Agreement.

29. Construction. This Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

30. No Third-Party Beneficiary Status. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

31. Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE SERVICES.

32. Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in duplicate originals with one original being delivered to each Party, to be effective on the Effective Date.

Contractor:

LGC:

[full legal name]

Garza County Local Government Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1
Scope of Services

(Insert a detailed description of the Scope of Services here.)

Schedule 2

Fees and Expenses

1. Caps on Fees and Expenses. Contractor has agreed that the:

(a) total Fees (defined below) payable by the LGC for the Services will not exceed _____ and 00/100 Dollars (\$_____) (“Cap on Total Fees”); and,

(b) total Expenses payable or reimbursable by the LGC will not exceed an amount equal to _____% of the total Fees billed to the LGC at any point in time and in no event will exceed an amount equal to _____% of the Cap on Total Fees (“Cap on Total Expenses”).

2. Monthly Invoices – Fees. Contractor will invoice the LGC monthly for the amount of time actually expended during the applicable monthly period by its personnel providing the Services (that has not been previously invoiced) based on Contractor’s standard hourly rates as reflected on **Schedule “2-A”** attached to the Agreement and incorporated herein for all purposes (“Fees”); provided that in no event will Contractor invoice the LGC for any Fees in excess of the Cap on Total Fees.

3. Monthly Invoices – Expenses. In addition to the Fees, Contractor will invoice the LGC monthly for the Reimbursable Expenses (defined below and collectively referred to as the “Expenses”) incurred during the applicable monthly period in performing the Services; provided that in no event will Contractor invoice the LGC for any Expenses in excess of the Cap on Total Expenses.

The “Reimbursable Expenses” means those reasonable and necessary out-of-pocket expenses for travel, hotel rooms, and meals, actually incurred by Contractor to perform and complete the Services, which, without the prior approval of the LGC, shall exceed neither (i) the set percentage of the total Fees billed to the LGC (up to the Cap on Total Expenses), nor (ii) the applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration (“GSA”) for Garza County, Texas. Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

4. Monthly Invoices – Payment Deadlines. Amounts invoiced as set forth herein are payable by the LGC within thirty (30) business days of receipt; provided, however, that once the LGC has been invoiced and has paid _____ and __/100 Dollars (\$_____) for Fees, no additional Fees are payable by the LGC regardless of when invoiced until twenty (20) business days of completion of the Services.. The LGC shall pay Contractor interest on all overdue payments at the statutory interest rate set forth in Texas Government Code Sec. 2251.025. As required by Texas Government Code Sec. 2251.043, the LGC shall reimburse Contractor for its reasonable attorney fees if Contractor is the prevailing party in a formal administrative or judicial action against the LGC to collect an invoice payment or interest that is due.

5. Alternate Fee Proposal. In lieu of the Fees and Expenses under Paragraphs 1-4, LGC agrees to pay and Contractor agrees to accept as full payment of all fees and expenses, a quarterly payment of _____% of the total assets in LGC accounts managed by Contractor. Said payment shall be calculated upon the value of assets at the completion of each quarter as reported by Contractor and approved by the LGC. In lieu of the Fees and Expenses under Paragraph 1-4, the LGC and Contractor accept this Alternate Fee Proposal.
_____(Initials)

Schedule 2-A
Contractor's Standard Rates and Profiles

[List the persons or categories of persons performing the Services and their respective hourly rates or other basis of determining the Fees.]

Exhibit D

Vendor Certification Form

RFP # 1 INVESTMENT MANAGEMENT AND ADVISORY SERVICES

Instructions:

Vendors doing business with the LGC are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company.

Respondent's Name: _____

Years in business under same name: _____ Previous Name: _____

General E-mail Address: _____

Current Address: _____

Sales Rep/Customer Service Name: _____

E-mail Address: _____

Authorized Signatory: _____ Email Address: _____

Fax#: _____

Accounts Receivable Contact Name: _____

Phone # _____ TCHD Account # _____

List your major commodities:

CHECK ALL THAT APPLY WITH RESPECT TO MAJOR COMMODITY:

☐ Supply ☐ Equipment ☐ Service (List type of service, i.e., temp. agency, surveyor, etc.: _____)

☐ Consultant ☐ Distributor ☐ Manufacturer ☐ Contractor ☐ Subcontractor

Approximate dollar volume of business with the LGC in past twelve (12) months: \$ _____

ETHNICITY OF COMPANY'S AMERICAN OWNERSHIP (PLEASE place an X in the appropriate box:

☐ ASIAN PACIFIC
☐ AFRICAN AMERICAN
☐ CAUCASIAN
☐ HISPANIC
☐ NATIVE AMERICAN

☐ OTHER _____
(SPECIFY)

PUBLIC OWN STOCK:
☐ YES ☐ NO

MAJORITY OWNER:
☐ MALE ☐ FEMALE

INCLUDE THE FOLLOWING:

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

Exhibit E

Conflict of Interest Questionnaire

Chapter 176 to the Texas Local Government Code (“Chapter 176”) contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with the LGC (“Disclosure Information”). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of the LGC’s governing body, its officers and certain other high-level LGC employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict-of-Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its Response. A complete copy of Chapter 176 of the Local Government Code may be found at: <https://statutes.capitol.texas.gov/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; or (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.

RFP # 1 INVESTMENT MANAGEMENT AND ADVISORY SERVICES

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p>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?</p> <p style="text-align: center; margin-left: 100px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center; margin-left: 100px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <div style="background-color: #e0f0ff; height: 50px; width: 100%; margin-top: 10px;"></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%; text-align: center;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <p>_____ Date</p> </div> </div>		

